THE ATLANTA CONSTITUTION.

BY W. A. HEMPHILL & CO. | ATLANTA, GEORGIA. WEDNESDAY, AUGUST 30. 1871. | VOLUME IV--NUMBER 67

Evening Edition.

TUESDAY. AUGUST 29, 1871.

See Fourth Page, for interesting Reading

EDITORIAL CORRESPONDENCE.

Georgia Bonds—Financial Operations of Gov. Bullock—Clews, the New York Agent—State Road Mortgage Bonds, etc.

NEW YORK, August 21, 1871.

GEORGIA FINANCES.

It is impossible to get any information about the Georgia securities in this market. The whole matter is kept within the exclusive knowledge of the State's agent, and he acts under Governor Bullock's instructions. There seems to be little activity in the negotiation of Georgia bonds. A few are sold daily, but the general belief prevails that there are no large transactions in them. Many capitalists will not touch them while the Bullock administration is in power. The change of rule in Georgia would place our bonds at the top of the market. A general opinion exists, that Georgia is the foremost State of the South, and has a rare future before her. Her resources are believed to be unequalled. All that is necessary to complete her supremacy in the financial world, is a good, honest government. But while we have the present administration, there will be a distrust that must affect us.

OUR OLD AGENT.

Mr. Lowry, President of the Bank of the Republic, was for years the financial agent of Georgia in New York. Upon the advent into power of the Bullock dynasty he ceased to be agent. He is a fine looking old gentleman, with a stout form, a handsome face, long, silvery hair, dark, bright eyes, and frank engaging address. He has a high opinion of Governor Jenkins. The present latitudinarian way of administering the State finances seems not exactly in conformity with his views, and he holds aloof from the present State issues. Governor Bullock's plan of ignoring the State Treasurer, and using the State funds on his own warrant, is such an innovation upon the practice of previous Governors, is so outside the requirements of the law, and at the same time so fraught with possibilities of fraud, that he finds it difficult to regard favorably the present financial transactions of the State. This feeling prevails very largely. Mr. Lowry takes a deep interest in Georgia.

THE PRESENT STATE AGENT.

Mr. Henry Clews, of the famous banking house of Henry Clews & Co., with its large business and continental branches, is the financial agent for Georgia now, and carries within his active brain more information about the financial condition of the State than any other man, unless it is our handsome Excellency, Rufus the Great. Mr. Clews is a lithe, active little gentleman of apparently forty-five years of age, partially bald, polite, restless, animated, quick spoken, and brimming over with vitality. His dark eyes move unceasingly. His face is a very open one. In conversation, he is ready, voluble, pointed and interesting. He has evidently a head and will of his own. He carries the burden of our State finances uneasily, I think. He professes to feel a deep interest in the South, and claims to have helped a good many of our leading enterprises. Though a prominent Republican, he yet declares for a liberal policy to us. He appears to think that our people in Georgia have not done the fair thing in fighting Governor Bullock's issues of bonds, and that our course indicated a very reprehensible tendency to repudiation. He seems disposed to hold the people responsible for the distrust of Bullock's securities, instead of Governor Bullock. He thinks the proper policy is for the press to be silent upon these financial matters, and let the Legislature look into any alleged irregularities. I presented the view that it was highly honorable for the people to put the capitalists upon their guard as to the irregularities in our bonds, so that there might be no ignorant investments. This was the very opposite of the spirit of repudiation. The State sought no exemption from its honest indebtedness. But it did seek to put the world upon notice as to the further spread of any irregular securities. This must result, not in the injury, but in the ultimate vitalization of the State credit. The simple cure is for the Governor to track the law.

STATE ROAD MORTGAGE BONDS.

I have been informed that Governor Bullock contemplated the additional issue of State Road Mortgage bonds over the $3,600,000 authorized by the law passed during Governor Jenkins' administration, but the law was so explicit he did not dare do it. As it was, he used $614,500 of these bonds that were not used by Governor Jenkins, and has been claiming this sum as a part of the indebtedness of Governor Jenkins' administration, while it is a legitimate part of his own. It is this sort of duplicity that has taunted his administration. I have also been informed that when he sought possession of the $614,500 of State Road Mortgage bonds for use, they were refused to him unless he would sign them. This he at first declined to do, and sought to get possession without it. The State Trustees of these bonds, under high legal advice, refused to give them up without this formality, and Governor Bullock finally gave in, signed and used them, and now saddles them on Governor Jenkins. When it is further known that this $3,500,000 of State indebtedness, which constitutes the burden of the debt created by Governor Jenkins, was an extraordinary expense, outside of the regular line of public affairs—a fund appropriated to rebuild the State Road which had been destroyed by the war, and which had to be revived under the first administration—it will be understood how unfair it is to insert it in a comparison of the two administrations. As has been shown in the columns of THE CONSTITUTION, the regular expenses of the Bullock administration, in every item have been double, quadruple, and sometimes tenfold those of previous administrations. The single item of public printing is an illustration—Governor Bullock spending thirty dollars to one by any other administration. I need not elaborate this matter.

There is no chance to get at the financial secrets of this administration until the Legislature shall make a full investigation. Mr. Clews says he is willing to tell all he knows at such time.

Let us hope that an honest committee will probe the matter and put the State right.

A.

"Does your officiating clergyman preach the Gospel, and is his conversation and carriage consistent therewith?" was a circular from a bishop to a churchwarden of his diocese. A veteran near by replied: "He preaches the Gospel, but does not keep a carriage."—*Picayune.*

Georgia Matters.

From the Savannah Advertiser we learn that Rev. Henry Dunlop, of the Diocese of Tennessee, has accepted a call to the mission work of the Savannah convocation, embracing the Ogeechee, Isle of Hope, Valdosta and Satilla river. The stock of upland cotton on hand in Savannah is 2,023 bales.

The Cartersville express says that W. J. Carson, of Pine Log, has succeeded in capturing three of the prisoners who broke jail in that place last Wednesday night. Mr. B. Sevfield, of Cartersville was badly hurt by the falling of a scaffold upon which he was standing. The old Bartow Iron Works, between the above place and Allatoona, is beginning to assume the appearance of a country village; a number of new houses have gone up.

The Seaport Appeal says, as we read of the disasters north and south of us, from the recent gale, the escape of Brunswick without a loss of a single dollar, is truly marvelous. Mr. Thomas W. Dun, of Brunswick, foreman of the bridge gang on the B. & A. R. R., died very suddenly on the night of the 24th inst., at Alapaha, on the B. and A. R. R. Brunswick has a Seceder Brass Band. The Templeton's gave their closing performance in Brunswick last Wednesday. The issue of the 26th of the Appeal, made its last appearance as a Tri-Weekly. The Weekly, enlarged and more attractive, will appear on Saturday.

The Savannah News says that on Sunday morning his Honor Colonel John Screven, Mayor, rode through the different streets and lanes of Savannah, on a tour of inspection. Everything that can be done will be done at once to place the city in the best sanitary condition. Savannah can boast of thieves who by means of long poles with hooks attached, steal bed clothes and pillows from off of beds and pull them out of windows. D. D. Updegraff is President, and H. S. Ackerly, Vice President of the Savannah Typographical Union. On Sunday, a negro man was run over and killed by the down passenger train near the four mile post on the Central Railroad.

The Griffin Star says that the equinoctial storm set in last Friday night with a heavy wind and rain, and did considerable damage to the fences, trees, crops, etc. Union prayer meetings are being held daily, alternately at the Baptist, Methodist and Presbyterian churches. Much interest is being manifested. A camp meeting commences on Thursday at Warm Springs camp ground, Merriwether county. The Hon. A. M. Speer left Griffin for Europe on Tuesday, on important business. Judge Cline is recovering from an attack of sickness. A fancy dress ball will come off at Indian Springs on the 1st of September. Aldermen Cunningham and Johnson have been appointed by the City Council of Griffin, delegates, and Aldermen, George and J. H. Johnson, Esq., alternates, to the Commercial Convention, which meets at Baltimore on the 25th of September. A large amount of fodder in Spalding has been destroyed by the recent rains. Griffin has not had as great a demand for store houses since the war as at present.

BY TELEGRAPH.

ASSOCIATED PRESS DISPATCHES.

NEW YORK.

NEW YORK, August 29.—The steamer Congress returned from Greenland having made 2,500 miles in 13 days less than running time. It passed one hundred icebergs on its return, but no packed ice. The season is very open, not unlike May in New York. The [illegible] came perpetuated as the steamer Savannah North. Polaris sailed Northward on the 17th with three parting cheers from the crew of the steamer Congress. Congress is the longest ship ever in the Disco bay.

The mystery about the corpse being in the trunk is clearing up, and Dr. Jacob Rosenweeg alias Asher, from whose notorious abortion house the trunk was taken, has been arrested. The people attempted to lynch him on his way to jail.

The National Bank of Newark, N. J., has been robbed of $3,000 in fractional currency by a colored woman who sweeps the office.

NEW JERSEY.

LONG BRANCH, August 29.—Major Goul and Captain Watson, of the Second Battalion of the Massachusetts (colored) Volunteers, sought but were refused admittance to the Grand Military and Civic Ball at the Continental Hotel. There were 4,000 whites present. The full Ninth Regiment Band, 100 instruments, furnished music.

KENTUCKY.

LOUISVILLE, August 29.—Several hundred negroes collected around the Danville jail to protect a prisoner, charged with arson, from the Ku-Klux, and panicked during the night and rushed into the streets and fired about a hundred shots, wounding several of themselves.

CALIFORNIA.

SAN FRANCISCO, August 29.—Indian troubles south of California are serious. A general uprising of the Indians is apprehended.

MICHIGAN.

DETROIT, August 29.—Bennet, Knickerbocker & Co.'s flouring mills, Jackson Michigan, have been burned; loss $100,000.

WEST VIRGINIA.

WHEELING, August 29.—A Convention was called by 1,260.

FRANCE.

PARIS, August 29.—The Prussians will probably evacuate the forts near Paris on the 15th of September.

The report of the committee to consider the prolongation of Thiers' powers, gives him the title of President with the power to promulgate and execute the decrees of the Assembly, to participate in the Assembly's deliberations, appoint and dismiss ministers who shall be responsible to the Assembly for Thiers' acts.

NOVA SCOTIA.

HALIFAX, August 29.—The Paris crew have definitely withdrew from the four-oar race, but will challenge the winner for a race in smooth water.

ENGLAND.

LONDON, August 29.—Advices from Zanzibar report Dr. Livingston slowly making his way homeward.

A Maine paper relates a little romance, which is probably not founded on fact, but is pleasant reading nevertheless. It is to the effect that a New York millionaire, who is spending the summer with his wife and daughter at one of the Dirigo state's most noted watering-places, was called away on business last week, and before going gave his daughter some $300 as pin money. This did the daughter promptly send to her lover in this city, with a request that he should present himself forthwith. Thus advised, so he acted, and on arriving he and his true love hied them away to a clergyman and were made one. And now they await the paternal blessing.—*Times.*

THE GREAT COTTON PREMIUMS.—The money for the $10,000 cotton premiums offered by the citizens at the St. Louis Agricultural and Mechanical Fair in October, has all been subscribed and paid to the committee having the matter in charge. There has also been raised a fund of $1,500, which will be used in giving cotton growers in attendance at the Fair a suitable reception and grand banquet, at which Gov. B. Gratz Brown will make an address. The list of judges to award the cotton premiums embraces many of the most prominent business men and planters of the South.

The mortuary statistics of St. Petersburg for last year show that in that city, with its 600,000 population, only 12 persons were murdered, 55 committed suicide, 98 were drowned, 145 died of intemperance, and 149 were killed by various accidental causes.—*Patriot.*

A man in Boston, on getting soda, was leaving the store without the usual ceremony which follows that operation. "Recollect, sir," said the polite proprietor, "if you lose your pocket-book, you didn't pull it out here."—*Post.*

Atlanta Price-Current.

[CORRECTED DAILY.]

CONSTITUTION OFFICE,
ATLANTA, August 29, 3 o'clock, P. M.

While we have to note a fair demand for leading articles, we have to note no material change in quotations. Cotton is in active demand for consumption by home mills at 16¼a17c.

COTTON—Cotton is firm at 16¼a17c.

MONETARY—Gold buying at 1 10; selling at 1 12. Silver buying 1 04; selling 1 08. Exchange on New York buying at par; selling at ¼ premium.

BONDS—Atlanta bonds, 7 per cent. 70a75; do. 8 per cent. 80a85. State of Georgia bonds, 6 per cent., 78a80; do. 7 per cent., 90a92; do. 7 per cent., gold, 88a90. State of Tennessee bonds, old, 58a60; do. new 54a56. State of Alabama, 5 int. 68a70; do. 8 int. 98a1 02. State of South Carolina, 6 int. 58a60, new; do 6 int. old, 68a70. Georgia Railroad stock 1 03a1 05; do. bonds 95a1 00. Macon and Western Railroad stock 1 05a1 10. Atlanta and La Grange Railroad bonds 90a95; do. stock, 93a98.

COUNTRY PRODUCE—Eggs, 30; chickens, 28a30; Irish potatoes, 4 00 per barrel; country butter 25c.; Tennessee, 22a25c.

POWDER AND SHOT—Rifle powder, per keg, 25 pounds, $7 25; ½ kegs $4 00; ¼ kegs $2 25. Blasting, 5 25. Patent shot, per bag 2 85; buck, 3 00.

BROOMS—Atlanta made, "Robson Brand," 2 50a5 00 per dozen.

CORN—Car-load lots 90, for Western white and 85a90c for Tennessee; small lots 93a95. Wheat, red $1 55. Oats 70. Rye 1 25, in little demand. Barley—fall, 1 10.

LARD—Buckets 14½; cans, 13½; tierces 12.

DRUGS AND DYES—Bicarb soda, 7a7½ per lb. Blue stone, 14. Copperas, 4a4½. Epsom salts, 6½a8. Madder, 22a25. Opium 10 50a13 00 per pound. Alum, 8a10. Borax, 45. Brimstone, 8a10. Camphor, 1 20a1 40. Indigo, 1 20a1 60. Quinine, 2 75 per oz. Saltpetre, 12a20 per pound. Castor oil, quarts, 5 00a6 50; pints, 3 00a3 50; per gallon, 3 00a3 25. Sweet oil, per dozen, 1 50a6 00; per gallon, 1 45a1 50.

FLOUR.—Superfine 5 50; extra 6 50a7 00, family 8 00a8 25; fancy 8 75a9 00.

LIVE STOCK.—Cattle on foot 2a4½c; shoats on foot 5a5½c; sheep on foot 2a4c.

LIQUOR MARKET.—Whisky—rectified 1 00a1 25 as to proof; Bourbon 1 25a6 00; Robison County 1 50a3 50; Cognac Brandy 1 50a3 00; St. Croix Rum 3 00a6 00; Jamaica Rum 3 00a6 00; Holland Gin 1 50a6 00; Scotch 3 50a4 00; Domestic Porter 3 00; French Brandy 4 50a12 00. Wine—Southland Company's Native Sherry 15 00; White and Red 12 00; Sparkling 20 00 per case.

DRY GOODS—Allens 11½; Sprague 11½; Pacific 11½; Lancaster 11½; Wamsutta 8½; Amoskeag 9½; Tickings 10½a30c; Cottonades 18a35.

FACTORY GOODS—Brown shirtings, 7-8, 10½; B. shirtings, 3-4, 8½, 4-4, 12½, bleached shirting, 3-4, 8½10½a; bleached shirting, 7-8, 12½ 15½, brown drills, 12; bleached drills, 16a17; stripes 12; checks, 14; Montour osnaburgs, 14; Troup, 16; yarns, 1 35a1 40.

HARDWARE—Swedes iron, 6½a8; horse shoe 7a8; round and square, 5a10; City Mills bar, 5a6; Pittsburg bar, 5a6; nail rod, 10a12; band, 7a8. Nails, per keg, 10d to 60d, $4 70; 8d $4 95; 6d $5 20; 4d $5 45; 3d $6 70; 10d to 12d finishing $5 45; 8d $5 70; 6d $5 95; 3d fine $8 50; cut spikes, all sizes, $5 20.

HAY—Timothy 33 00a35 00; Clover 30 00a35 00 per ton.

COW FEED—Corn Bran 1 10 per 100 lbs. Screenings 1 30 per 100 lbs. Bran 1 00 per 100 lbs. Barley meal 90 cents per bushel of 48 lbs. Stock meal 95 per bushel.

LEATHER AND HIDES—White oak sole 42a48; Hemlock, good, 25a32; damaged 25a29; French calf skins 50 00a66 00 per dozen; American calf skins 30 00a39 00; Harness leather 40a45c; upper leather 35a45c; lining skins (sheep) 6 00a9 00 per dozen. Green hides 6c; dry salted 15c; dry flint 16c.

GROCERIES—Corn Meal, 90a95. Rice, 10½c, tierces. Soap, 6½a10c. Candles, adamantine, 13½. Tallow 12c. Sugars, A. 14½c Extra C, 14; Yellow C, 13½; Brown 11½a13. Rio Coffee 18a21; Java 27. Beeswax, 28a30; Virginia salt, 2 25. Liverpool, 2 25. N. O. Syrup, 75a80. Molasses, barrels, 34c. Pepper 25. Race Ginger, 20c. Starch 8c. Cheese, factory, 15a16c.

DRIED FRUIT.—Peaches, peeled, 8a10c. per pound; rough 4c.

LIME AND CEMENT—Cherokee lime 50c per bushel; Chewackla 70c. Hydraulic cement 4 00 per barrel; James River 4 50a5 00 per barrel. Plaster of Paris 6 00 per barrel.

TOBACCO MARKET.—Common sound 55a60; medium sound 60a75; fine sound 75a90; extra fine 1 00a1 35.

BULK MEATS—Clear sides, 8¼; clear rib sides, 8½; shoulders 7.

BACON—Clear sides 9½; clear rib sides 9; shoulders 8.

Telegraphic Markets.

CINCINNATI, August 29.—Cotton steady but quiet; low middlings 17¼; middlings 18½. Whisky steady and in fair demand at 89. Flour active and firm; superfine $4 75; extra $5 50; family $5 75. Corn quiet but steady; mixed shelled 54. Oats steady with good demand; prime mixed 35a37. Mess pork steady but quiet at $12 50. Bacon steady but quiet; shoulders 6½; clear rib sides 7½; clear sides 7¾. Hams in moderate consumptive demand but steady; sugar-cured 14a15. Bulk meats steady and in fair demand; shoulders 5½; clear rib sides 6½; clear sides 6¾. Lard held higher without buyers; city kettle rendered 9. Wheat strong; prime red $1 19. Bagging quiet at 20.

NEW YORK, August 29.—Cotton quiet but firmer; middling uplands 19½; Orleans 19¾; sales 300 bales.

Flour dull and declining. Wheat quiet and nominally lower. Corn unchanged. Pork quiet at $13 75a13 87. Lard dull. Turpentine strong at 53½a54. Rosin firm at $3 10 for strained. Freights very firm.

Stocks steady and dull. Governments dull but heavy. State bonds dull. Money 2. Gold 12½. Exchange—long 9½; short 9¾.

LONDON, August 29, noon.—Consols unchanged. Bonds 92¼.

PARIS, August 29.—Rentes 56f.

LIVERPOOL, August 29, noon. — Cotton hardening; uplands 9½; Orleans 9¾.

LATER—Cotton a shade firmer; uplands 9¼a9½; Orleans 9¾a9¾; sales 15,000 bales; speculation and export 5,000. Breadstuffs quiet.

Educational.

Huntsville Female College,

(Huntsville, North Alabama.)

Rev. J. G. WILSON, D.D., President.

NINE SUPERIOR TEACHERS.

Eighteenth Annual Term.

Opens First Monday in September, 1871.

TERMS PER ANNUM:

Board and English Tuition...........$230
Music...........60

One half in advance, the other half, 1st February. Send for Catalogue to the President.
aug29d3t&w3w

Georgia Female College.

LEGISLATIVE CHARTER GRANTED IN 1849.

REV. GEO. Y. BROWNE, President.

THE next academic year begins on Monday, September 18th. An electic class has been formed for the benefit of those graduates who may wish still further to improve themselves, or to prepare for teaching. New Patent Arion Square Grand Pianos are used. Expenses are as moderate as in other similar institutions. For further particulars address the President.
Madison, July 29, 1871. aug1—[illegible]

TROY FEMALE SEMINARY.

THIS INSTITUTION offers the accumulated advantages of over 50 years of successful operation. Every facility is provided for a thorough course of useful and ornamental education, under the direction of a corps of more than 20 professors and teachers.
For circulars, apply to JOHN H. WILLARD, Troy, N. Y.
aug15—d3m

Educational.

THE MISSES LANE

WILL OPEN A

Boarding School for Young Ladies,

IN NEW YORK CITY, ON

Wednesday, September 20th, 1871.

For reference or circular apply to Dr. J. F. Bozeman, Atlanta, Ga. july13—d3m

HOME SCHOOL FOR YOUNG LADIES,

ATHENS, GEORGIA.

Madame S. Sosnowski, Principal.

THE regular exercises of this School will be resumed on

Monday, September 18th, 1871.

Scolastic Year closing July 1st, 1872.

For circulars and further particulars apply to the Principal. aug5 dlm

"ELECTIC INSTITUTE,"

Baltimore,

37 and 39 Mt. Vernon Place.

MRS. LETITIE TYLER SEMPLE......PRINCIPAL.

THIS School will open as usual, on the 18th of September, 1871, and close June 25th, 1872. Number limited to 40. The summer session begins the 17th of April, every year, and pupils may be entered, either for the half session, closing 1st September, or for full scholastic session, closing first week in February.
For particulars apply to the Principal.
july12—deodlm

HOGANSVILLE INSTITUTE,

(MALE AND FEMALE.)

THE FALL TERM of this Institution will open on the 14th of August, and continue four Scholastic months.

Board and Tuition not to be Paid till the Close of the Term.

BOARD, PER MONTH...........$12 50.
Tuition, per Term, from...........$12 to $25.
Music upon any instrument (10 lessons per month) $20 per term.

For circular, address GEO. C. LOONEY, Hogansville, Georgia.
july18—d2m

NORTH GEORGIA FEMALE COLLEGE,

IVY STREET,

Between Wheat and Line Streets, Atlanta, Ga.

FALL SESSION opens September 4th, 1871. For Circulars, containing full particulars, apply at the Book and Music Stores, or at the College.
A. J. & ANNIE D. HAILE, Principals.
july23—d2m.

REV. B. A. BONNHEIM'S English and German School,

WILL be re-opened on the FIRST MONDAY IN SEPTEMBER, (4th,) in which the usual branches of an English education are taught, and in which, also, special attention is paid to the German Language.
Price of Tuition is $5, $4 and $3, in advance, per month, according to the branches taught in the respective classes.
Rev. B. A. Bonnheim will be assisted in the English Department by Mrs. L. C. Scudder, the daughter of Rev. H. Bokum, in whose school her success as instructress in the English branches has been well established.
aug24—dif

NORWOOD HIGH SCHOOL, VIRGINIA.

Session 1871-72.

WILLIAM D. CABELL, (University of Virginia) Principal.
F. Key Meade, (University of Virginia) Instructor in Ancient Languages.
Henry A. Strode, (Math Medalish, University of Virginia, Session 1867-68) Instructor in Mathematics.
Robert L. Harrison, M. A., (University of Virginia) Instructor in Modern Languages, English, etc.
———, Assistant Instructor in Languages and English.
William L. Akers, Instructor in Book-keeping.

THIS SCHOOL will open September 20, 1871, and close June 20, 1872.
Students desiring information relative to this School, or proposing to enter, will make application at once to
WILLIAM D. CABELL, Principal, Norwood P. O., Va.

UNIVERSITY OF VIRGINIA, May 2, 1870.
We take pleasure in recommending "Norwood School" to the confidence of the public. The Principal, Mr. William D. Cabell, is a gentleman of energy, of great moral worth, and of ripe scholarship. Under his judicious management the School, as one of Thorough Training for Boys, has achieved an unwonted but well merited success. Mr. Cabell is assisted by a Corps of Instructors, most of whom are Alumni of this University. They are gentlemen of high character, of thorough scolarship and earnestly devoted to the work of teaching.
Having had the opportunity of testing the character of instruction given at Norwood School, we do not hesitate to recommend it as a High School of the first-rank.

S. Maupin, J. L. Cabell, John B. Minor, F. H. Smith, Chas. S. Venable, William E Peters, Geo. Fred'k Holmes, B. L. Gildersleeve, M. Schele De Vere, J. S. Davis.
july20-d2m.

Wesleyan Female College,

MACON, GA.

THE THIRTY-FOURTH ANNUAL SESSION of this Institution will open on Monday, October, 2d, 1871, with the following

FACULTY:

Rev JOHN M. BONNELL, D. D., President and Professor of Mental and Moral Science and Rhetoric.
Rev. COSBY W. SMITH, A. M., Professor of Mathematics.
Rev. WILLIAM C. BASS, A. M., Professor of Natural Science.
C. SCHWARTZ, A. M., Professor of Modern Languages and Latin.
Mrs. ALICE CULLER COBB, Assistant in Literary Department.
Miss JULIA O. SIMS, Assistant in Literary Department.
Miss LAURA A. BARKSDALE, Assistant in Literary Department, and Teacher of Calisthenics.
ALBERT N. WHITNEY, Professor of Music.
Mrs JULIA B. WHITNEY, Assistant in Music.
Miss MARIA KING, Assistant in Music.
Miss JANE KENNEDY, Assistant in Music.
Mrs. E. T. CROWE, Teacher of Drawing and Painting, and Assistant in Music.

TERMS PER ANNUAL SESSION.

Payable Quarterly in Advance.

Tuition in the Regular Course...........$50 00
Tuition in the Preparatory Class...........37 50
Incidental fee (paid by Day-scholars)...........3 00
Board (including Fuel, Washing and Lights)...........225 00
Latin, Gymnastics and Class-singing without additional charge.

OPTIONAL BRANCHES.

French...........$30 00
German or Spanish variable according to number in class.
Instruction on Piano or Melodeon in the highest class...........75 00
Instruction in the less advanced class...........60 00
Use of Piano, one hour per day...........12 00
Use of Melodeon, one hour per day...........6 00
Special Vocal Lessons (single)...........75 00
Special Vocal Lessons in sets, from...........$36 to 40 00
Instruction in Drawing...........40 00
Instruction in Oil Painting...........50 00

New pupils charged from the beginning of the month in which they enter, except for board when the entrance is after the middle of the month.
For further information address the President.
C. W. SMITH, Secretary Faculty.
aug11—d til oct1

Martha Washington College,

ABINGDON, VIRGINIA.

R. W. JONES, M. A., (University of Virginia) President and Prof. of Latin and Higher Mathematics.
Rev. W. G. E. CUNNYNGHAM, D. D., Treasurer and Prof. Moral Philosophy, etc., with NINE other Professors and Assistants.

THE next session will begin 4th October, 1871. The course of instruction is as complete as that of any institution in this country for Young Ladies. Instrumental (Piano and Organ) and Vocal Music taught by the most accomplished Masters; Drawing and Painting by a skillful Artist.
Buildings commodious, elegant and well furnished; grounds unsurpassingly beautiful—situated on the Virginia and Tennessee Railroad, 15 miles east of Bristol, amid the mountains and highlands of South-western Virginia. This College possesses advantages of [illegible] and [illegible] of [illegible].
Board and Tuition in English and Latin, for Twenty Weeks, [illegible].
For Catalogue, or other information, apply to the President, or Rev. Dr. Cunnyngham.
aug10—d[illegible]

Educational.

Oglethorpe University.

I HEREBY GIVE NOTICE to all persons expecting to patronize the University Preparatory School, that it will be opened at the usual time for the reception of pupils.
By order of the Board of Trustees.
J. S. WILSON, President Board of Trustees.
aug8—dif

WASHINGTON UNIVERSITY,

MEDICAL DEPARTMENT,

Baltimore, ...Maryland.

THE next Regular Session will commence on the First Tuesday in October, 1871. Preliminary lectures will begin 18th September. The course of instruction is eminently practical and complete, consisting of didactic lectures, clinical lectures, and special instruction in the diagnosis and treament of disease at the bedside. Every variety of disease may be seen in the Hospital Wards, and Free Dispensary connected with the College. *Fees*—For full course, $120; Matriculation, $5; Dissection, $10; Graduation, $30. Students from the late slave-holding States, whose means are limited, will be received upon the beneficiary plan of the School. The annual circular and catalogue, containing full particulars, will be sent on application to
CHAS. W. CHANCELLOR, M. D., Dean of the Faculty.
july30-eodlm

Kirkwood Academy.

CHAS. M. NEAL...........PRINCIPAL.

THE first session of this School will commence on the 15th September. It is offered to the public as a Select School, where boys may be trained under the best social and moral influences. The course of instruction is preparatory to the different Colleges in the State.

For further information apply to Board of Trustees, at Kirkwood. aug22—d2w

UNIVERSITY OF Nashville, Tennessee.

FOUNDED—1785.

THE Collegiate Department and Academy open FOURTH SEPTEMBER, 1871, under Military Discipline. Tuition—Board, washing, etc., from $150 to $175 per term.
The LAW department opens FOURTH OCTOBER, 1872. Tuition—$40 per term. Apply to
GEN. E. KIRBY SMITH, Chancellor.
aug27-d2w&w1t

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Rates of Tuition per Scholastic Month, in advance...........$3 00
With Music...........8 00
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The instruction will be thorough and practical, causing the student to realize, in his examinations, the business of life.
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Music...........5 00
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Mrs. M. E. ROBINSON, Instructress in Music, Mrs. W. M. BRAY, Principals in the Female Department.
aug22—dif

MERCER UNIVERSITY,

Macon, Ga.

THE next Term WILL OPEN in Macon, on WEDNESDAY, OCTOBER 4, 1871; and the collegiate year will extend to the First Wednesday in July, 1872, with a vacation of one week at Christmas. Plans for a suite of elegant buildings are now preparing, and they will be pushed to an early completion. Very valuable additions have been recently made to the chemical and philosophical apparatus.
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SHELTON P. SANFORD, A. M., Professor of Mathematics, Civil Engineering and Astronomy.
JOSEPH E. WILLET, A. M., M. D., Professor of Natural Philosophy, Chemistry, Geology and Botany.
WILLIAM G. WOODFIN, A. M., Professor of Ancient Languages.
REV. JOHN J. BRANTLY, D. D., Professor of Theology, Belles Lettres and Modern Languages.
D. E. BUTLER, President Board of Trustees.
S. LANDRUM, Secretary Board of Trustees.
july29—d til oct1

UNIVERSITY OF ALABAMA,

Tuscaloosa, Ala.

MATTHEW F. MAURY, LL. D., President.
W. S. WYMAN, A. M., Professor of Latin.
W. J. VAUGHN, A. M., Professor of Applied Mathematics.
B. F. MEEK, A. M., Professor of English Literature.
D. S. PECK, A. M., Professor of Pure Mathematics.
GEN. GEO. P. HARRISON, Professor of Military Engineering and Commandant.
A. S. GARNETT, M. D., Professor of Natural History and Surgeon.
REV. TELFAIR HODGSON, A. M., Professor of Moral Philosophy.
W. A. PARKER, Ph. D., Professor of Greek.
J. W. GRISWOLD, Ph. D., Professor of Modern Languages.
N. T. LUPTON, A. M., professor of Chemistry.
E. A. SMITH, Ph. D., Professor of Geology and Mineralogy.

1. The plan of Instruction adopted for the reorganization of the University, is that of Independent Schools.
2. The discipline will be that of the best military institutions of the country, under the direction of the President and Commandant.
3. An application for admission into the lowest class in the Institution, must pass a satisfactory examination on English Grammar, Geography and Arithmetic; and for admission into an advanced class, must satisfy the Professor in each school into which he proposes to enter, of his ability to profit by the instruction to be given.
4. The scholastic year is divided into two terms. The first begins on the first Wednesday in October, and continues to the second Wednesday in February. The second begins at the close of the first, and continues to the last Wednesday of June following.
5. The mode of instruction is by Lectures and Text Books, accompanied by daily examinations.
6. EXPENSES.—The following charges include every necessary expense per session of nine months, half of which must be paid at the beginning of each term:
Tuition...........$ 30 00
Board and Lodging...........150 00
Washing...........18 00
Fuel, Lights and Attendance...........20 00
Hospital Fee...........[illegible]
Music Fee...........5 00
Total...........$[illegible]
7. The estimated annual cost of Clothing, including Uniform, which can be purchased at the Quartermaster's, is one hundred and fifty-seven dollars. It is required of each Cadet to deposit with the Treasurer $265 at the beginning of each session, with the understanding that he shall pay for what he actually receives. A strict account will be kept of his expenses, and, if they shall prove to be less than the sum lodged, the balance will be paid over to him at the end of the year. Beyond the amount deposited no supplies will be furnished, until an additional deposit to defray them is made.
8. The Cadet may bring with him the usual supply of under clothing, or outer clothing, he should bring none excepting the suit he wears.
9. One Cadet from each county will be admitted into the University free of expense for Tuition, upon the recommendation of the County Superintendent of Education and acceptance by the Executive Committee of the Faculty.
Persons desiring further information on the subject of the University, will make application to Prof. W. S. WYMAN, Chairman of the Executive Committee, at Tuscaloosa.
JOSEPH HODGSON, President of Board of Regents.
aug 5-dl oct 1.

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june18— june6—d3m

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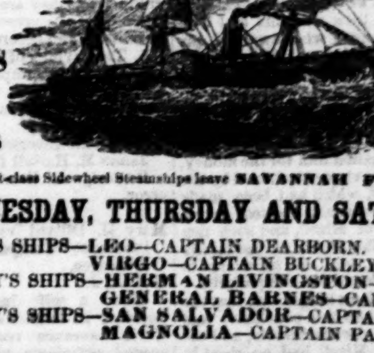

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june4—d4m

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may16-d&wdm

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jan24—dif

RAILROAD SCHEDULE.

ARRIVAL AND DEPARTURE OF TRAINS.

Georgia Railroad.

DAY PASSENGER TRAIN.

Leaves Augusta	8.00 o'clock,	A. M
Leaves Atlanta	7.10 "	A. M
Arrives at Atlanta	6.20 "	P. M
Arrives at Augusta	5.40 "	P. M

NIGHT PASSENGER TRAIN.

Leaves Augusta	8.15 "	P. M
Leaves Atlanta	5.15 "	P. M
Arrives at Atlanta	6.40 "	A. M
Arrives at Augusta	3.47 "	A. M

Accommodation Train.

Leaves Atlanta	5 45	P. M
Leaves Stone Mountain	6 30	A. M
Arrives Atlanta	8 05	A. M
Arrives Stone Mountain	8 15	P. M

Macon and Western Railroad.

DAY PASSENGER—DAILY, SUNDAYS EXCEPTED.

Leaves Atlanta	7:55	A M
Leaves Macon	7:55	A M
Arrives at Atlanta	2:00	P M
Arrives at Macon	1:40	P M

NIGHT PASSENGER—DAILY.

Leaves Atlanta	3:55	P M
Leaves Macon	5:05	P M
Arrives at Atlanta	10:25	P M
Arrives at Macon	8:35	P M

Western and Atlantic Railroad.

NIGHT PASSENGER TRAIN—OUTWARD.

Leaves Atlanta	10:30	P. M
Arrives at Chattanooga	6:16	A. M

DAY PASSENGER TRAIN—OUTWARD.

Leaves Atlanta	8:15	A. M
Arrives at Chattanooga	4:35	P. M

FAST LINE TO NEW YORK—OUTWARD.

Leaves Atlanta	2:45	P. M
Arrives at Dalton	7:54	P. M

NIGHT PASSENGER TRAIN—INWARD.

Leaves Chattanooga	5:20	P. M
Arrives at Atlanta	1:42	A. M

DAY PASSENGER TRAIN—INWARD.

Leaves Chattanooga	5:30	A. M
Arrives at Atlanta	2:30	P. M

ACCOMMODATION TRAIN—INWARD.

Leaves Dalton	2:25	A. M
Arrives at Atlanta	9:10	A. M

For Savannah via Macon and Western and Macon and Brunswick Railroad.

Leave Atlanta at	2:45	P. M.
Connect with the Macon and Brunswick Railroad at Macon at	8:30	P. M.
Arrive at Savannah	8:25	A. M.

Schedule of Rome Railroad.

DAY TRAIN.

Leave Rome	9:00	A. M.
Arrive at Kingston	10:30	A. M.
Leave Kingston	11:40	A. M.
Arrive at Rome	1:10	P. M.

NIGHT TRAIN.

Leave Rome	11:20	P. M.
Arrive at Kingston	12:30	A. M.
Leave Kingston	1:15	A. M.
Arrive at Rome	2:20	A. M.

St. Louis, Memphis, Nashville and Chattanooga Railroad Line.

Leave Atlanta	8.15 o'clock,	A. M
Arrive at Chattanooga	[illegible]	[illegible]
Arrive at Nashville	[illegible]	[illegible]
Arrive at McKenzie	[illegible]	[illegible]
Arrive at Memphis	[illegible]	[illegible]
Arrive at Union City	[illegible]	[illegible]
Arrive at Columbus	[illegible]	[illegible]
Arrive at St. Louis	[illegible]	[illegible]
Leave Atlanta	[illegible]	[illegible]
Arrive at Chattanooga	[illegible]	[illegible]
Arrive at Nashville	[illegible]	[illegible]
Arrive at McKenzie	[illegible]	[illegible]
Arrive at Memphis	[illegible]	[illegible]
Arrive at Union City	[illegible]	[illegible]
Arrive at Columbus	[illegible]	[illegible]
Arrive at St. Louis	[illegible]	[illegible]

No change of cars from Chattanooga to Memphis. But one change from Chattanooga to St. Louis.

Savannah, Griffin and North Alabama Railroad.

Leave Griffin	[illegible]	P. M
Arrive at Newnan	[illegible]	P. M
Leave Newnan	[illegible]	A. M
Arrive at Griffin	[illegible]	A. M

Connects at Griffin with Macon and Western Railroad.

Atlanta and West Point Railroad.

DAY PASSENGER TRAIN—(Outward.)

Leave Atlanta	7 10 o'clock,	A. M
Arrive at West-Point	[illegible]	[illegible]

DAY PASSENGER TRAIN—(Inward.)

Leave West-Point	[illegible] o'clock,	P. M
Arrive at Atlanta	[illegible]	[illegible]

NIGHT FREIGHT AND PASSENGER.

Leave Atlanta	[illegible] o'clock,	P. M
Arrive at West-Point	[illegible]	[illegible]
Leave West-Point	[illegible] o'clock,	[illegible]
Arrive at Atlanta	[illegible]	[illegible]

Time 15 minutes faster than Atlanta City time.

Air-Line Railroad.

Leave Gainesville	[illegible]	A. M
Arrive at Atlanta	[illegible]	A. M
Leave Atlanta	[illegible]	[illegible]

The Daily Constitution.

OFFICIAL JOURNAL OF THE CITY

OFFICIAL JOURNAL OF THE COUNTY

THE LARGEST CITY, COUNTY AND STATE CIRCULATION. DEFIES REFUTATION.

Morning Edition.

ATLANTA:

WEDNESDAY, AUGUST 30, 1871.

Subscribe to The Constitution.

Parties spending a part or the entire season at the various springs, or other summer resorts through the country, can have THE CONSTITUTION sent to them by addressing a line to this office.

A full report of the decisions of the Supreme Court is furnished to THE CONSTITUTION exclusively, by the Reporter of the Court.

Narrow Gauge Railways.

We are indebted to the writer, Colonel E. Hulbert, for an excellent treatise on narrow gauge railroads. It strongly presents the claims of the narrow gauge, and amply rewards a perusal. When the Colonel strikes, it is always with great force, as he deals with facts and figures. The crowded state of our columns prevents at present any extract from the pamphlet. We have delayed notice of it in the hope that we should have room for them.

Unity.

Under the above caption, the Cartersville Express asks: "would it not be good policy for every one who can raise a few hundred or few thousand dollars, by even selling a part of his uncultivated lands if necessary, to unite with others and build a cotton factory in our midst? What new life and energy might thus be imparted to our growing town and favored country." As to a unity for such a purpose, we cannot suppose that our Cartersville friends could hesitate.

Politics and Finances in Alabama.

Eight months of Democratic rule has depleted the Alabama State Treasury, and they are unable to pay their school orders.

We clip the above from THE ATLANTA CONSTITUTION, of the 20th instant. We know very little of the facts alluded to, and are not, therefore, prepared to say to what extent, or by what means the State Treasury of Alabama has been depleted by eight months of Democratic rule. We do know however, that there is much complaint in that State of the manner in which Lindsey and his ring are mixing up party politics and railway and financial interests in that State.

The News Editor of THE CONSTITUTION is under obligations to the Era, for calling attention to Alabama politics and finances as above. The article inserted by the Era bears evidence of Radical meanness and falsehood and for this reason it was "clipped" to be inserted in THE CONSTITUTION and commented on. Inadvertently a mistake was made, and it went into the news item drawer; the Era "knows how it is" about these mistakes in an office.

The Radical party had charge of the Government of Alabama, and pretty much bankrupted the State, and then endeavored to cast its extravagance off on the Democracy. To set the matter straight and to relieve the Era, as to Governor Lindsey's having anything to do with the bad showing the Alabama finances make, it is as well to state that the books of the Treasury Department of that State reads as follows:

Amount of funds of all kinds turned over to J. F. Grant, State Treasurer, by the late Treasurer, A. Bingham:

In uncurrent bank bills	$[illegible],860 0[illegible]
In certificate of Northern Bank of Alabama	35 1[illegible]
In gold and silver coin	841 5[illegible]
In mutilated bills	30 0[illegible]
In currency	1,640 32
Total	$4,[illegible]

The amount of actual cash (in currency) turned over to Treasurer Grant was only $1,640 32. In 1869 and 1870, in addition to all other sources of revenue, the Radical State officials sold eight per cent. State bonds to the amount of $611,148 04. So with only the sixteen hundred and odd dollars turned over to Grant, and on the back of it the State's credit appropriated for more than six hundred thousand dollars interest, which the Democratic administration must pay, the Era can see how the "mixing up" has been done.

The Alabama and Chattanooga Railroad.

On Thursday last, Gov. Lindsay, of Alabama, met his counsel, Messrs. Clanton and Clafton, of Montgomery, Nisbet, of Georgia, and Baxter, of Tennessee, in consultation at Knoxville, Tenn., to consider of and determine the legal remedy to be adapted, to protect creditors, and ensure the successful operating of the road.

We understand the two remedies open to Gov. Lindsay, which were duly considered by his counsel, were bankruptcy and resort to the Courts of the States. The latter was adopted and proceedings will soon be instituted in the Chancery Courts of the several States. In arriving at that conclusion the States Courts were preferred because creditors will be more considerately dealt with than in bankruptcy, and their respective liens adjudicated under the provisions of their State laws. Now it remains for all parties to co-operate in an arrangement to run the cars regularly, as their stoppage adds to the loss of those already creditors and involves general suffering and stagnation of business.—*Times.*

From the Columbus Enquirer.

☞ The whole of a half interest in the La Grange Reporter is offered for sale. The Reporter has long been considered one of the best conducted and most prosperous weekly papers in the State, and is located in one of the most pleasant little cities of Georgia.

We should much dislike for friend Willingham to sever his connection with the press, to which he does credit by his abilities as a writer and his cleverness as a man. He is absolutely frantic in denouncing "departures," but his retirement would be a "departure," of more real, practical consequence than some bugaboos that seem lately to have disturbed his peace of mind.

WALKING THROUGH FIRE.—CHICAGO, August 26.—A fire occurred on Second street near Reuben, at 1 o'clock this morning, in which the wife of Jacob Rebskate was burned to death, and Mr. Rebskate and his child were so badly burned it is feared they cannot survive. When the fire was discovered Mr. Rebskate seized his child and told his wife to follow. He passed through a sheet of flame, and his clothes were burned from his body, as was also the child's. Mrs. R. became confused and perished in the flames.

THE SUEZ CANAL NOT A FAILURE.—Gen. C. W. Darling, of New York has received a letter from President Lesseps, informing him that the Suez Canal is not likely to be rendered useless by the shifting sand, as has been asserted in several New York journals. Mr. Lesseps says that the deposits of sand brought by the wind are insignificant, and that the sides of the basin are so solid that the projecting points, after eighteen months use, present scarcely a perceptible variation.

☞ The Boston Commercial Bulletin gives this epitaph of "Chips," the carpenter: "He saw life a bore, was gouged and chiseled until he cut his stick, and now moulds; his rabit lies idle and his tongue is still. He always acted on the square, had no vices, and did his level best; he was long a (n) ailing man. Death has wrenched him from the groove of life. Let us hope he has gone to a better place."

☞ The way a Colorado deacon laid up treasures in Heaven is thus touchingly recorded on his tombstone: "When circumstances rendered it possible for him to attend the stated preaching of the gospel, he made it a sacred rule to kill an Indian every Sabbath."—*Kansas Times.*

DECISIONS OF THE SUPREME COURT OF GEORGIA.

Delivered at Atlanta, Tuesday, August 29, 1871.

[REPORTED EXCLUSIVELY FOR THE ATLANTA CONSTITUTION, BY N. J. HAMMOND, S. C. REPORTER.]

Columbus Iron Works vs. G. Auchbaker, et al. Relief Act of 1870, from Muscogee.

LOCHRANE, C. J.

Where a motion was made to set off losses against a judgment, under the Act of October 13, 1870, and the Judge sustained the demurrer to such motion and dismissed it, upon the ground that the judgment being for mesne profits, arising out of a suit of ejectment, was not within the provisions of said act:

HELD, That such judgment by the Court was not error.

Judgment affirmed.

Peabody & Brannon for plaintiff in error.

H. L. Benning, J. M. Russell for defendants.

Jas. Rankin, executor, vs. Wm. Dawson, et al. Relief Act of 1870, from Muscogee.

LOCHRANE, C. J.

When a motion was made to set-off losses against a judgment, based on affidavit which does not state the judgment was founded on a debt, contract, or cause of action made or implied before the 1st of June, 1865, and upon demurrer thereto the court sustained the demurrer, and dismissed the motion.

HELD, That that the judgment of the court below was not error under the law and facts of this case.

Judgment affirmed.

Peabody & Brannon, Smith & Alexander, for plaintiff in error.

R. J. Moses, Wm. Dougherty, for defendant.

Caroline M. Kelly vs. Edward B. Tate. Refusal of Injunction, from Macon.

LOCHRANE, C. J.

Where the bill shows the act of the Legislature changing county lines had placed the land in controversy within a different county from that in which the suit, respecting the the titles thereto, was tried, and the judgment obtained thereon in such country is about being enforced by the eviction of the parties, and this bill was filed to pray the interposition of a court of equity by injunction to restrain such eviction, and the court refused the injunction.

HELD, That there was error. The act changing the county lines deprived the court trying the case of any jurisdiction in the premises, and the process of the court under it ought not to be enforced.

Judgment reversed, upon the ground that the court erred in not granting the judgment prayed for under the facts and law of this case.

Jno. R. Howell, J. A. Ansley, by A. W. Hammond & Son, for plaintiff in error.

C. T. Goode for defendant.

D. L. Booker vs. E. H. Worrill. Complaint from Muscogee.

LOCHRANE, C. J.

Where a suit was instituted upon a joint note and one only was served and at the trial upon objection being made, plaintiff's counsel discontinued the suit as the party not served, upon which the defendant then pleaded the facts in abatement, to which plea a demurrer was filed, which the Court sustained and then defendant excepted to the judgment and retired.

HELD, Under section 3,274 of the Code, it was error in the Court to have sustained the demurrer to the plea. This plea distinctly set out the facts, it showed that the note was joint, that the joint contractor, not served, lived in the jurisdiction of the Court and in the county where the Court was then sitting; and as to the form of the plea we may only say all the technicalities of pleading and the subleties of form have been brushed away by the sweep of an enlighted progress in the anministration of justice.

Judgment reversed upon the ground the Court erred in sustaining the demurrer to the plea filed and allowing judgment to be taken, under the law in this case.

Moses & Downing for plaintiff in error.

Peabody & Brannon for defendant.

E. V. Klugman vs. A. Gammell. Case, from Muscogee.

LOCHRANE, C. J.

It is error in the court below to refuse a continuance and force parties to trial upon the admission in these words: "we admit and do not contest the fact that the witness Fuller would, if present, testify to the facts stated in the above affidavit." Under the Code, section 3472, to force a trial, in absence of witnesses, by admission of the proof, it is necessary not only to admit and not contest the fact that the witness would so swear, but to go farther and admit the facts to be true, and not contest their truth.

Judgment reversed upon the ground the court erred in overruling the motion for a continuance on the ground of the absence of the witness Fuller.

Moses & Downing, Smith & Alexander, for plaintiff in error.

Peabody & Brannon, for defendant.

Jackson M. Gill vs. Mary Mizell et al. Trespass, from Marion.

LOCHRANE, C. J.

Two parties named respectively Mizell and Proctor, entered into a copartnership in farming in the beginning of the year 1867, and, at the close of the year, Mizell fell in Proctor's debt; to extinguish which he made sale to him of two mules and some stock, and the parties agreed to go on the ensuing year, 1868, upon the same terms; which they did. At the close of 1868 Mizell applied to the Ordinary to have certain property exempted as personalty, and in his schedule included the two mules and other property previously sold. A few days subsequent to the application, both parties submitted all their accounts and controversies to arbitrators, who awarded the amount of 1870 due to Proctor from Mizell, and found the sale valid, but directed if Mizell paid the money he was to have the mules and stock back; and under such award Gill, acting by way of receiver, sold the property. Mrs. Mizell, for herself and minor children, brought suit against him for the money, and upon the trial the view entertained by the court that this award, which had been made the judgment of the court, created only a lien on the property of Mizell, and such lien was displaced by the rights of the family under the exemption, etc., and his charge to that effect, the jury found for the plaintiff.

HELD, Under the facts in this case that the award of the arbitrators was conclusive and binding upon all the parties thereto, and the wife and children of Mizell had no right in the property found under such award to belong to Proctor, without first complying with the award and paying the amount due:

HELD AGAIN, That the sale of the cotton under such award did not render the party selling a trespasser or liable to action as such, and that, inasmuch as the cotton being raised in co-partnership, was to be sold and the money paid over to the extinguishment of a co-partnership debt, the judgment of the Ordinary did not by such exemption change its legal status or vest any right therein superior to the award.

Judgment reversed upon the ground that the court erred in its charge as to the effect of the award, and rights of the family under the facts in the case.

M. H. Blanford, E. H. Worrill, B. B. Hinton, for plaintiff in error.

Peabody & Brown, for defendant.

H. McCauley vs. I. J. Moses. Complaint, from Muscogee.

LOCHRANE, C. J.

Where, upon a suit brought upon a note given for the purchase money of land, the defendant set up the contract of purchase by which it appeared the plaintiff and a man named Adams had jointly sold the land and gave bond for titles, and for further plea that the said parties had no title to the land, and that the title was elsewhere, and the inability of the parties to perform their contract, and to this plea a demurrer was filed and sustained by the court.

HELD, That, inasmuch as this was a contract for the purchase of land, and the party was in possession, which we may consider his plea filed at law with the same consideration we would a bill filed in equity this plea does not set up sufficient to restrain in equity the collection of the purchase money. And rescission of the contract, stands upon the same principle. When parties make contracts for land and take bonds or warrantys, and are in possession when sued for the purchase money, it requires a strong case, something showing fraud or insolvency or non-residence, something which has grown up or is discovered since the contract, that would render it inequitable to enforce it, to invoke the powers of equity, whether invoked at law or in equity.

Judgment affirmed.

H. L. Benning, for plaintiff in error.

Peabody & Brannon, for defendant.

L. P. Downing, assignee, vs. Kent & Co. Motion to dissolve attachment, from Muscogee.

Kent & Co. vs. L. P. Downing, assignee. Motion to amend attachment, from Muscogee.

McCAY, J.

When there was an attachment pending in the Superior Court of Muscogee county against A. who was declared a bankrupt, and an assignee appointed under the laws of the United States:

HELD, That the assignee may be made a party to the attachment, and that it was proper, on his motion, to declare the attachment dissolved by the bankruptcy.

HELD, FURTHER, That pending such motion, the plaintiff in attachment may amend his attachment as in other cases.

When an attachment was issued on the 12th of August, 1871, and was by mistake made returnable to the May term, 1871, instead of November, 1870:

HELD, That, on the mistake being made apparent to the court, the attachment and bond may be returned, if the return was in fact made to the November term, 1870.

Judgment reversed in each case.

Peabody & Brannon for plaintiff in error.

R. J. Moses for Downing.

Lucy M. Thompson vs. R. J. Moses. Dower, from Muscoogee.

McCAY, J.

When one filed his petition to be declared a voluntary bankrupt, and two days' thereafter a tract of land belonging to him was sold by the sheriff, under a fi. fa. from a court of this State, against the petitioner, which had been previously levied, and the petitioner was afterwards declared a bankrupt but died before the proceedings in relation to his bankruptcy were concluded:

HELD, That the sale by the sheriff was a good sale, and divested the title of the bankrupt, that no title to the property ever vested in the assignee, and the purchaser at the sheriff's sale got a good title, even as against the wife's right of dower under the laws of this State.

Judgment affirmed.

H. L. Benning for plaintiff in error.

M. H. Blanford, R. J. Moses, for defendant.

Wm. L. Stapler vs. Jos. F. Burns. Assumpsit, from Muscogee.

McKAY, J.

Under section 3755 of the Code blank indorsements of negotiable paper may always be explained between the parties themselves, and when taken with notice of dishonor, or of the actual facts of such indorsement; and where one indorsed a note payable to his order, with the distinct agreement that he did so only to pass the title, and that he was to be under no liability as indorser, and the plaintiff in the suit took the paper with full notice of the facts:

HELD, That the court erred in sustaining a demurrer to a plea fully setting up this defense by the indorser.

Judgment reversed.

Blanford & Thornton, for plaintiff in error.

No appearance for defendant.

B. F. Moore, Guardian, etc, vs. Jackson M. Gill, Administrator. Bill of Review from Marion.

McCAY, J.

Where, on a bill filed by an executor, for direction and for the distribution of the assets, to which the heirs, legatees, and creditors, mere parties, there was a former decree distributing the assets.

HELD, That the widow and minor children were not entitled to a bill of review on the ground that no homestead and exemption was decreed to them according to the Constitution and laws of the State.

If they were entitled to such a homestead at the date of the decree, they should have set it up, and if they were not, any subsequent law will not, without express words, be held to authorize the decree to be assigned so as to let in the claim.

Judgment affirmed.

B. B. Hinton for plaintiff in error.

Jno. Peabody, M. H. Blanford for defendant.

Sankey & Shorter vs. Hall, Moses & Co. Complaint from Muscogee. And Sankey & Shorter vs. Columbus Iron Works, Complaint, from Muscogee.

McCAY, J.

Where on the trial of an issue of partnership or no partnership, one witness swore that the capitol stock, to-wit: a steam saw mill, was furnished by one and the hands to run it by another, who was also to superintend the work, and that the profits were to be divided equally between the two; and another witness swore that the mill, fixtures and hands were furnished by one, and that the other was employed by the first as superintendent only, that he had no interest jointly with the first in the profits and losses, but was to receive one-half the net profits for his services, and had only a common interest in the profits:

HELD, That under section —— of the revised code, by the testimony of the first witness there was as to third persons, a partnership, since the hands furnished a part of the capital stock, and the partners had a part interest in the result, but that by the testimony of the second witness, no copartnership, even as to third persons, arises from the simple fact that one is to receive half the profits, for his services; such an one has no joint interest in the profits and losses, but only a common interest in the profits, and it is error in the court to charge this as the law to the jury, if they should believe the second witness.

2. Whatever may be the interest of the parties, and whether they be, in fact, partners under the bargain or not, they will be liable, as such, if they so act as to hold themselves out to the world as such.

3. Partnership or no partnership is a fact, and a witness may so state, but the fact so stated may be qualified and explained by other facts in evidence, either from the witness or from other testimony.

4. Objections to interrogatories on the ground that they are leading must be made when they are presented to the objector, to be crossed, and before they are executed.

5. The sayings of one of the partners, not expressly or by implication brought to the knowledge of the other, are no evidence against that other, in an issue of partnership or no partnership.

Judgment reversed in each case.

James M. Russell for Sankey & Shorter.

Peabody & Brannon for defendants in error.

Mary H. Dillard vs. The Manhattan Life Insurance Company. Assumpsit, from Muscogee.

McCAY, J.

When a wife insured the life of her husband in 1859 with an agent of a New York insurance company, and paid the annual premiums promptly until 1862, but then failed to pay said premiums until March, 1865, when the husband died, after which, and after the close of the war, she tendered the unpaid premiums, and demanded payment of the sum insured, alleging that she was prevented by the war and by act of Congress from paying them year by year on the day fixed in the policy:

HELD, That the contract of the company for any future risk was dependent upon the payment of the annual premiums as they severally, by the assessment, were to be paid, and the failure to pay, for whatever reason, could not be remedied by a tender of the premiums after the death of the person, whose life was insured.

Judgment affirmed.

H. L. Benning, Jas. M. Russell, for plaintiff in error.

Smith & Alexander, for defendant.

Barnett & Co. vs. Blackmar & Chandler. Assumpsit, from Muscogee.

WARNER, J.

This was an action brought by the plaintiffs against the defendants as partners using the firm name of "Barnet Line of Steamers," to recover for services alleged to be due them under a *parol* contract. The defendants plead that the alleged contract was not to be performed within one year from the making thereof. On the trial of the case, several exceptions were taken by the defendants to the rulings of the court, as set forth in the record, and they also excepted to the charge of the court to the jury. That part of charge complained of is in the following words: "If the plaintiffs on the 1st of October entered on the performance of said contract, and did any act under said contract, then, there has been a part performance of said contract, and this would render it a valid contract, and entitle the plaintiffs to recover:"

HELD, That this charge of the court was error, in view of the facts contained in the record. The court should have charged the jury, that if there had been such a part performance of the contract on the part of the plaintiffs as would render it a fraud on them by the refusal of the defendants to comply with the contract on their part, that would render it a valid contract and entitle the plaintiffs to recover.

HELD ALSO, That there was no error in the rulings of the court on the other exceptions specified in the record.

Judgment affirmed.

John Peabody, R. J. Moses, for plaintiffs in error.

Smith & Alexander, M. H. Blanford, for defendants.

M. C. McCaun, et al, vs. T. C. Brown. Partition from Marion.

WARNER, J.

This was an application to the Superior Court for partition of lot of land number 170 in Marion county. The partitioners appointed by the Court to make partition of the land reported to the Court that it could not be equally divided between the parties agreeable to law, and recommended a sale of the land for division, to which report of the partioners the defendant filed objections in writing, alleging that said land could be equitably divided between the parties by metes and bounds without injury to the value thereof. The Court without having any evidence in regard to that question ordered a sale of the land on the report of the partitioners, to which the defendant excepted.

HELD, That it was the legal right of the defendant to *caveat* the return of the partitioners, and that the Court should have heared evidence as to whether a fair and equitable division of the land could have been made by metes and bounds, and if from that evidence offered by the parties in interest, it should be proved to the satisfaction of the Court, that a fair and equitable division of the land by metes and bounds could not be made, then to order a sale of the land.

Judgment reversed.

B. B. Hinton for plaintiff in error.

M. H. Blanford for defendant.

R. S. Mott vs. J. L. Mustian. Equity, from Muscogee.

WARNER, J.

This was a motion to dismiss a bill pending on the equity side of the court. It appears from the record that the bill was filed on the 31st of December, 1869, and the process attached thereto required the defendant to appear on the fourth Monday in October, 1870, and was served on the defendant on the 22d of April, 1870. The complainant moved to amend said process so as to make it returnable to the May term of the court in 1871, and have an alias subpoena issued returnable to said term, which motion the court allowed, and refused to dismiss the bill, whereupon the defendant excepted:

HELD, That under the liberal provisions of the Code as to amendments of pleadings and process, there was no error in the court in allowing the amendment of the process, and this court will not interfere with the exercise of its discretion in doing so in this case and refusing to dismiss the complainan's bill.

Judgment affirmed.

Moses & Downing, for plaintiff in error.

H. S. Benning, for defendant.

E. S. Rowland vs. W. A. Ransom & Co. Equity, from Muscogee.

WARNER, J.

This was an application to the Judge of the Superior Court for an injunction, which was refused, whereupon the complainant excepted. On reading the allegations in complainant's bill, and the affidavit of the complainant's solicitor thereto, this Court will not control the discretion of the court below in refusing the injunction prayed for in this case.

Judgment affirmed.

Lochrane, C. J., having been counsel below, did not preside in this case.

L. T. Downing, R. J. Moses, for plaintiff in error.

Chappell & Russell, M. H. Blanford, Farrow & Thomas, G. E. Thomas, Smith & Alexander, for defendant.

J. F. Winter vs. H. H. Epping. Assumpsit, from Muscogee.

WARNER, J.

This was an action brought by the plaintiff against the defendants to recover the sum of five hundred dollars in gold coin. On the trial of the case, a motion was made by the defendants to dismiss the plaintiff's case, on the ground that no affidavit of the payment had been filed as regulated by the act of 1870. Which motion was allowed by the court and the case was dismissed. Whereupon the plaintiff excepted. It appears from the record that the plaintiff and defendants, on the 20th of March, 1865, purchased $25,000 00 in gold coin on joint account, which was deposited with the defendants. The plaintiff claims that there is $500 00 of the gold so purchased on joint account due him. There is no evidence in the record of any demand having been made by the plaintiff on the defendants for the payment of the gold prior to the 1st of June, 1865, and the majority of the court are of opinion that this is not such a debt or contract as comes within the provisions of the act of 1870. Believing that act to be unconstitutional and void as to contracts made prior to the 1st of June, 1865, I concur in the reversal of the judgment in this case:

HELD, That the court below erred in dismissing the plaintiff's action on the statement of facts disclosed by the record.

Judgment reversed.

Peabody & Brannom, for plaintiff in error.

Moses & Downing, for defendant.

E. M. Seabrook, administrator, vs. The Underwriter's Agency, et al. Equity, from Muscogee.

WARNER, J.

This was a bill filed by the complainant against the defendants, on the 13th of April, 1866. The defendants had answered the bill when the cause was called for trial at the November term of the court, 1870, and after hearing the bill read, the court dismissed the same for want of equity, to which the complainant excepted. The facts alleged in the bill are in substance as follows: That the complainant had two lots of cotton at Albany, Ga., one of fifty bales, the other of sixty bales, which he desired to ship to Apalachicola, and to insure the same. On the 6th of February, 1866, Bowers, as the agent of complainant, wrote to Rust, the agent of the Underwriters Insurance Agency, at Albany, to please find Mr. Oliver Cromwell (who was also an agent of complainant) and get particulars of how he ships two lots of cotton to Apalachicola, one of fifty and the other of sixty bales, and *insure* them to Apalachicola, send bills to me, and I will remit, by express. Your prompt attention will much oblige, etc. The bill alleges that this letter was received by Rust on the 8th or 9th of February; that he looked up Cromwell in Albany, in order to obtain from him the particulars of how he was shipping said cotton, and read the letter to him with that view; that Cromwell then informed him that the lot of sixty bales was already on board the steamer White Rose, lying in the river at Albany which would leave the next morning, that the lot of fifty bales would be sent by one of Rust's boxes, as there was not time to get it on board of the steamer; that Rust made no further inquiry, apparently satisfied with the information he had received, retired, as the said Cromwell supposed, to make out the insurance as he was instructed to do by Bowers' letter, which he held in his hand. On the 9th of February, Rust answered Bowers' letter, in which he stated, your favor of the 6th inst., is received. Mr. Cromwell is now shipping sixty bales of cotton by the steamer White Rose, now loading at this place, the other fifty bales he will not be able to get off in time for the boat, but will ship next week; that this letter was received by Bowers two or three days after its date, who considered it to mean that his request had been complied with and the cotton insured, and so the complainant was informed, and all parties rested satisfied that the insurance had been effected, and that there was nothing further to be done by any of them; that things remained thus, until the 19th of February, 1866, when the steamer White Rose sunk at "Hell Gate" on her way to Apalachicola, and the cotton was damaged to the value of nine thousand five hundred dollars; that two or three days afterwards, Cromwell, the agent of complainant, called on Rust to arrange with him the payment of the insurance, when, much to his surprise, Rust, after reflecting a little, said to him that the cotton was not insured; that he had received no money to pay the insurance with, and he was not in the habit of advancing an insurance; but the complainant alleges that this was a mere pretext and afterthought, because Bowers, in his letter, had requested him to send his bills for both lots of cotton to him, and had assured him that he would remit him payment by express, and that Rust had acted on his letter by hunting up Cromwell, reading it to him, and receiving from him the particulars of how the cotton was to be shipped, and did act on it in respect to the other lot of fifty bales, in respect to which he did not only insure as the agent of the said Underwriters Agency, but made out all his charges, including the premiums for insurance against Bowers, making no objections to the proposed terms of payment. The complainant alleges that Rust, by his conduct in the premises, induced him and his agents to believe that he had insured said cotton, so prevented him and them from effecting an insurance thereon elsewhere, as there was ample time to have done, inasmuch as the steamer did not leave Albany for several days after he received Bowers' letter, and read the same to Cromwell, and did not sink until the 19th of February. The complainant alleges that in consideration of the premises, he reposed full confidence in Rust as the agent of the Underwriters' agency aforesaid that he would insure the cotton, and that his omission or neglect to do so was contrary to his duty both legal and equitable, and contrary to the trust and confidence which the complainant and his agents justly reposed in him, and is a fraud upon him for which he is not only liable, but the Underwriters' agency also, who are bound for the care, diligence and fidelity of their agents, in their business, and responsible for his neglects, and frauds in the transaction of such business; wherefore, he says that said Underwriters' Agency and the said Rust, are liable to him for the loss of the cotton. As a general rule of law, the principal is bound for the care, diligence, and fidelity of his agent in his business, and for the neglect, and fraud of his agent, in the transaction of such business. In all cases of fraud (except fraud in the execution of a will) equity has concurrent jurisdiction with the courts of law—Code 3115. Where law and equity have concurrent jurisdiction, the court first taking will retain it, unless a good reason can be given for the interference of equity—Code 3041. The allegations in the complainant's bill make a *prima facie* case of *fraud* or neglect on the part of the agent of the Underwriter's Agency, in failing to effect an insurance on the cotton, whereby the complainant has been injured and damaged, and the court of equity having *first* obtained jurisdiction of the case, should have retained it until the cause was heard and determined on its merits:

HELD, That the court below erred in dismissing the complainant's bill for want of equity at the trial term thereof.

Judgment reversed.

H. S. Benning for plaintiff in error.

R. J. Moses for defendant.

The State of Georgia vs. J. J. Bradford, Sheriff. Rule against Sheriff, from Muscogee.

McCAY, J.

Where a Sheriff, in answer to a rule calling upon him to show cause why he had not made the money on a fi. fa. issued by the Comptroller General against a defaulting Tax Receiver, showed, for cause, that the defendant had no property on which to levy the fi. fa., and in a traverse of the return it appeared that the defendant was in possession of a tract of land which had been set apart, as a homestead, for the benefit of his wife and family:

HELD, That there was no error in the court in refusing, under the circumstances to make the rule absolute, as the Sheriff appears to have acted in good faith, and the property was real estate:

HELD, ALSO, That it was the duty of the court to have directed the Sheriff, by order, to levy upon the property, that the parties may have an opportunity of testing, before the courts, whether the homestead so set apart, is or is not subject to an execution by the Comptroller General against a defaulting Tax Collector.

Judgment affirmed.

LOCHRANE C. J., concurred orally.

WARNER, J., dissenting.

This was a rule against the Sheriff, calling on him to show cause why he had not made the money on a tax execution issued by the Comptroller General of the State, against Brooks, a defaulting tax collector and his securities. The Sheriff showed for cause that there was no property of Brooks' to be found on which to levy the execution. The return of the Sheriff was traversed, and the following statement of facts was admitted and submitted to the Court for its judgment, to-wit: That on the 1st day of June, 1869, the date of the execution, Brooks, the principal defendant therein, was the owner and in the possession of part of two lots of land of the value of $2,500, that on the 21st day of August, 1869, said land was set apart to the wife and children of Brooks as a homestead. After argument had, the Court discharged the rule against the Sheriff, and the Solicitor General for the State, excepted. By the 915th section of the Code, the property of tax collectors is bound from the time of the execution of their bonds. The record does not show the date of the tax collector's bond in this case, but as the execution against him as such tax collector, was issued on the 1st June, 1869, he must have executed his bond prior to that date. The homestead was set apart on his land to his wife and children on the 21st day of August, 1869. By the constitution of 1868, and the Act of the General Assembly of that year, ministerial officers, are not prohibited from enforcing executions for taxes against the homestead; executions for taxes are expressly excepted by the Constitution, and the Homestead Act, and it was the duty of the Sheriff to have levied this tax execution on the homestead set apart on his land for his wife and children, as the property of the defendant therein, inasmuch as it is not exempt from levy and sale for taxes under the provisions of the Constitution, and the Act of 1868, as a homestead. The fact that a homestead is claimed on the land of a defendant in a tax execution is no legal excuse, or protection, to a Sheriff who fails or neglects to levy an execution for taxes thereon—the more especially, as the land was bound for the payment of the tax execution, before the homestead was set apart on it.

BY TELEGRAPH.

ASSOCIATED PRESS DISPATCHES.

WASHINGTON.

WASHINGTON, August 29.—Adroit attempts to pass two checks raised from one hundred to a thousand dollars failed, by the caution of bankers.

The fraudulent paper in one instance was a certificate of deposit on the banking house of John J. Asco & Son, of New York, in favor of S. B. Cornell, to the value of forty-two thousand dollars. This was indorsed as follows:

"Pay to the order of Thomas S. Cassidy.
"Signed, "J. B. CORNELL."

The signature and endorsements are correct, but the amount is for seven hundred dollars only.

No Custom House appointments will be made until Boutwell's return, on the 15th of September.

TENNESSEE.

MEMPHIS, August 29.—J. W. S. Brown, a pressman, killed Captain J. Theodore Adams for refusing to marry his daughter after seducing her. Adams lost a leg during the war in Petersburg.

NEW YORK.

NEW YORK, August 29.—Vessels from Charleston and lower bays in South Carolina, have been detained, but no cases of fever have occurred on any vessel. They will be allowed to come up as soon as the health officer is satisfied that no cases of fever is aboard.

It is said that the girl shipped in a trunk from Boston, gave her name as Miss Ruth Billings.

Recorder Hacket appointed a chairman for the committee of Aldermen who are to examine the city and county accounts. Each of the committee selects two citizens to assist the committee.

F. H. Smith, of No. 28, Broad street, paid a forged check to one A. B. Vansann, $50,000 in gold. Vansann and the money has both disappeared.

INDIANA.

EVANSVILLE, August 29.—A white and black man, charged with rape, were taken from the Morganfield, Kentucky jail, and hanged.

SOUTH CAROLINA.

CHARLESTON, August 29.—Few new cases of yellow fever are reported. Three old cases have proved fatal since yesterday.

Many unacclimated persons are leaving the city.

Opinion is divided whether the disease will assume an epidemical form.

ALABAMA.

MOBILE, August 29.—The bodies of thirty-five persons, killed in the disaster, have been recovered. It is feared that many more are under the wreck. Willis C. Merriwether is among the dead. The excursionists were mostly working people, in company with their families.

FRANCE.

PARIS, August 29.—The journal des Debats deplores Dufore's amendment, expressing confidence in Thiers.

The Seicle says that Thiers opposed the wording of the bill prolonging his power, and they will oppose it.

The deputies of the extreme left, right and left centre held a meeting to determine on their future course.

SPAIN.

MADRID, August 29.—West India vessels have been quarantined to prevent an introduction of the yellow fever.

ENGLAND.

LONDON, August 29.—Petroleum exploded in a vessel, which was burned. There were two persons killed.

The tug Osprey was lost off Dundee. Six persons drowned.

A Prussian steamer from Quebeck run down the steamer Aber in the channel. It is believed that all were saved, though the Aber sunk in a few minutes.

MIDNIGHT DISPATCHES.

WASHINGTON.

WASHINGTON, August 29.—The Postmaster General advertises the following routes in which contractors have defaulted: Alabama 61 routes; Texas 46; Arkansas 50; Louisiana 12, and several in Virginia, West Virginia, North Carolina, Georgia, Florida and Mississippi, from January, 72, to June, 75. Bidders are required to forward a certified check, with a bid for five per cent. of bids on all amounts over $5,000. Certificates of postmasters will be required in thirty-eight or more important routes to insure consideration. Postmasters disregarding the instructions of the department regarding certificates, will be subject to immediate removal.

The Census office furnishes the following statistics of homicides for the year, ending May, 1870: Alabama, 160; Arkansas, 76; Arizona, 44; California, 45; Colorado, 47; Connecticut, 6; Delaware, 4; Dakota, 4; District of Columbia, 13; Florida, 41; Georgia, 116; Idaho, 2; Indiana, 39; Iowa, 24; Kansas, 42; Kentucky, 73; Louisiana, 128; Maine, 6; Massachusetts, 22; Michigan, 11; Minnessota, 5; Mississippi, 89; Missouri, 94; Montana, 37; Nebraska, 9; Nevada 19; New Hampshire, 1; New Mexico, 55; New Jersey, 5; New York, 70; South Carolina, 48; Ohio, 61; Oregon, 5; Pennsylvania, 55; Road Island, 5; South Carolina, 37; Tennessee, 117; Texas, 322; Utah, 1; Vermont, none; Virginia, 73; West Virginia, 9; Wisconsin, 16; Wyoming, 13. The above includes 160 killed by Indians.

NEW YORK.

NEW YORK, August 29.—The Coroner's jury in Brooklyn found a verdict that several manufacturers of kerosene oil were responsible for the death of Causel, by lamp explosion, their oil being dangerous and unfit for use.

The steamer Wilmington, from Galveston, picked up, on the 26th, a boat containing Francis Munte, first mate, Minard Simmonds second mate, and Lewis Schlader, seaman, belonging to the bark Linda, of Philidelphia, from New York, bound for New Orleans, which foundered in a hurricane on the 25th, in latitude 25 degrees, 34 minutes, longitude 79 degrees, 32 minutes. The boat containing Captain Smith, the steward, and four seamen, left the bark, and was in company with the boat containing the mate, until the night of the 25th, when they got separated. Both boats were to steer northward for the Florida coast. After taking on board water the boat and crew of Wilmington steared in different directions for the boat of Smith and crew. The same day in latitude 28 degrees, 25 minutes, longitude 79 degrees 45 minutes, spoke the brig Delphine with the loss of her maintopmast and yards and square sails, blown away from the yards forward, in the hurricane of the 25th. She was from the coast of Africa, bound for New Orleans.

INDIANA.

INDIANAPOLIS, August 29.—Dr. A. G. Thomas, late of Georgia, has been elected Professor of Greek in the North Christian University here.

FRANCE.

PARIS, August 29.—Leroy, Minister of Public Works, has resigned.

Since the annexation of Strasburg, 26,000 inhabitants have left for France and America.

PRUSSIA.

BERLIN, August 29.—There has been 329 cholera deaths at Konigsburg for the week ending on the 25th, including 127 children.

There has been no deaths at Dantzig in the last two days.

Telegraphic Markets.

NEW YORK, August 29.—Cotton steady; middling uplands 19¾; Orleans 19¾; sales 422 bales.

Flour—Southern easier; common to fair extra $5 80a6 85; good to choice $6 90a9. Whisky 93. Wheat heavy at 1a2 cents lower; winter red Western $1 38a1 44. Corn heavy at 66½a67. Pork lower at $13 62a13 80. Lard heavy; kettle 9½. Turpentine strong at 53½a54. Rosin strong. Prime tallow active at 9a9½. Freights firmer.

Money easy. Sterling nominal at 9a9¼. Gold 12½a12⅝. Governments very dull and steady. 62s 14¼. State bonds dull; Tennessees 75; new 75. Virginias 63; new 69. Louisianas 65; new 60. Levees 69; 8s 8[illegible]. Alabamas $1 00; 5s 68. Georgias 83; 7s 90. North Carolinas 44; new 25. South Carolinas 70; new 57½.

LATER—81s 18½; 62s 14½; 4s 14½; 5s 14½; new 13¼; 7s 13½; 68s 13½; 10-40s 14¼.

BALTIMORE, August 29.—Cotton steady—middlings 19; net receipts 39 bales; gross 73 sales 66; stock 930.

Flour steady and firm. Wheat firm. Corn firmer; white 72a77; yellow 70a72; mixed Western 68. Provisions quiet. Whisky 92½a93.

NEW ORLEANS, August 29.—Cotton—low middlings 18a18¼; net receipts 294; bales; gross 399; sales 700; stock 29,494.

Flour dull and nominal; superfine $4 50. double extra $5 50; treble extra $5 87½a6. Corn quiet; mixed 66; yellow 67; white mixed 68; white 70. Oats quiet at 49a 50. Hay dull; choice $30; prime 27a28. Bran dull at $1 02½1 05. Pork dull and held at $14. Bacon active and firmer; shoulders 7¼a7½; clear rib sides 7¾a8¼. Sugar-cured hams 10a10½; choice 14a15¼. Lard dull; tierce 10½a10¾; keg 11½a12. Sugar dull; good, common to fair 9¼a10¼. Whisky quiet; Western rectified 92a$1. Coffee—nostock.

Gold 11¼; Sight Exchange ⅛ premium. Bank Sterling 22¼.

GALVESTON, August 29.—Cotton strong; good ordinary 16¼; net receipts 361 bales; sales 400; stock 11,022.

MOBILE, August 29.—Cotton unsettled; middlings 18½a18¾; net receipts 99 bales; exports coastwise 97; sales 200; stock 2,913.

BOSTON, August 29.—Cotton strong; middlings 19¾a19¾; net receipts 134 bales; gross 1,236; sales 300; stock 8,500.

WILMINGTON, August 29.—Cotton—middlings 17¼; sales 4; stock 545.

SAVANNAH, August 29.—Cotton—low middlings 17; net receipts 31 bales; sales 200; stock 3,359.

NORFOLK, August 29.—Cotton steady; middlings 17; net receipts 40 bales; exports coastwise 415; stock 349.

CHARLESTON, August 29.—Cotton—middlings 18; net receipts 51 bales; exports coastwise 23; stock 2,237.

PHILADELPHIA, August 29.—Cotton—middlings 19¼.

AUGUSTA, August 29.—Cotton—middlings 17¼; net receipts 26 bales; sales 15.

MEMPHIS, August 29.—Cotton—middlings 18¼.

CINCINNATI, August 29.—Flour steady at full prices. Corn steady at full prices. Pork weak at $12 50. Lard weak at 9. Whisky buoyant at 89—90 asked.

LOUISVILLE, August 29.—Provisions strong for round lots. Pork held $12 75. Bacon fairly active; shoulders 6¾; clear sides 7¾. Lard 9¾a11. Whisky 89.

LONDON, August 29, noon.—Consols 92¾. Bonds 93¾.

FRANKFORT, August 29.—Bonds 95¾.

PARIS, August 29.—Rentes 55f. 90c.

LIVERPOOL, evening, August 29.—Cotton strong; uplands 9¼a9½ Orleans 9⅝a9¾; sales 18,000 bales; speculation and export 8,000. Common rosin 7s 9d.

New Advertisements.

FOUND,

BY AN old negro in the Third Ward, a BREASTPIN, which the owner can have by calling at this office and paying expenses. aug30-d1t

FOR SALE,

A FINE FAMILY HORSE.

I WILL sell a bargain in a stylish, young, thoroughly guaranteed family HORSE, easily kept, perfectly gentle, and sold for no fault.

G. W. ADAIR,
aug30-d1t Real Estate Agent.

To Contractors.

SEALED proposals will be received until Tuesday, 12 m., the 5th of September, (with right to reject any or all bids) to dig and build three cisterns complete. Two of them to be located in the First Ward—one on Peters street near Castleberry's Store, and the other at the junction of Walker and Nelson streets One in the Fifth Ward in front of the Tremont House, on Marietta street. All three to be built as per plan and specifications at Rice & Mitchell's Lumber Yard.

F. P. RICE,
aug30-d1d A. L. FOWLER.

A Card.

TO MEET the demands of an increasing wholesale business we have secured large and commodious store rooms in the Kimball House, fronting on Decatur street, nearly opposite Moses & Marsh and Silvey & Dougherty, which we will occupy on 1st October next, and where we will be glad to receive our friends and customers.

With these increased facilities for doing a wholesale Drug Business, and with a large and well assorted stock we can and will offer superior inducements to the trade.

Until 1st October we will sell our present stock of Drugs, Medicines, Paints, Oils, etc., at reduced prices. PEMBERTON, TAYLOR & CO.

aug30-d1m

Local and Business Notices.

TO MERCHANTS AND SHIPPERS.—Information has been received from Mr. J. M. Selkirk, Superintendent of the *Freight Line via Charleston*, that there will be no detention whatever in freights from New York, Boston, Philadelphia or Baltimore; that an exaggerated report of yellow fever gives no cause to apprehend any delay in this matter.

aug29—dtf ED. A. WERNER, Agent.

TO PUBLISHERS.—News Ink in twenty-five pound kegs, and upwards, can be had at THE CONSTITUTION office. The Ink is fresh—just from market.

aug30—dtf

M. BUICE will have a large lot of Lumber in Thursday, August 31. Can fill Ash, Poplar and Walnut bills. Lumber Yard—Hunter street, opposite West Point Depot.

aug10—deod3m

LOUIS SAVARESE, wholesale dealer in Fresh and Saltwater Fish of all kinds, Shad, Oysters, Terrapin, Game, Vegetables, Fruit, and other Produce, 115 Bay Lane, Savannah, Georgia. All orders punctually attended to. Terms cash on delivery. Can be found next door to Jno. Peel's Bakery, Marietta street, Atlanta, Georgia.

aug29—tf

ONE TRIAL SUFFICES to prove that Dooley's Chemical Yeast Baking Powder is superior in every respect to any other ever manufactured. It is put up in ¼, ½, 1 and 5 pound cans, which contain that quantity of powder by actual net weight, while the majority of Baking Powders offered fall short from one-eight to one-half of what is represented. Ask your grocer for Dooley's, and you will not be satisfied with any other. Manufactured by Dooley & Brother, 69 New Street, New York.

aug15—1w

WE are Agents for the Battle Creek Coal Mines, and are prepared to furnish Coal for grates or steam, by car load, delivered in Atlanta, at 23½ cents per bushel, or at 18 cents on cars at Chattanooga. This Coal is the best offered in our market, and this is the time to buy your Ceal for winter.

july7—dtf ANDERSON, PATTON & CO., Chattanooga, Tenn.

REDUCTION OF 20 PER CENT. ON FORMER PRICES.—Eiseman & Bro., are offering immense bargains in Summer Clothing. Owing to the lateness of the season they have determined to reduce their stock, in order to make room and prepare for the fall trade. Their variety is almost endless; their styles unequaled, and gentlemen who desire fashionable and elegant garments, should not fail togive them a call.

aug5— april29—dtf

SEVERAL thousand old Papers for sale at this Office at 50 cents per hundred.

aug20-dtf

Marriage in High Life.—Hanleiter's Book Bindery and Blank Book Manufactory has been conjoined to, and forms part of, the Plantation Publishing Company's establishment, which is located in the new Odd Fellows' Hall, Marietta, corner of Peachtree, and presents a **Terrible Temptation** to all in want of anything in the way of PRINTING, BINDING OR RULING.

aug22-tf

PEEL'S RESTAURANT.—This popular resort is still open to the public. Everything nice can be had here. The bar is supplied with the choicest liquors and cigars. Confectioneries and fruits of all kind. All orders must be accompanied with the cash.

apr27-d1y

Special Notices.

AN ELEGANT PIANO, SLIGHTLY SECOND hand, 7 octave, carved legs, extra fine tone, may be had at a rare bargain on application at the Carpet House of S. S. KENDRICK & SON,

aug29-d2t Marietta Street.

The Livest, Best, Cheapest.

THE RURAL SOUTHERNER.

A LARGE Twenty-four page Agricultural and Family Monthly. Edited by SAM'L A. ECHOLS.

ONLY ONE DOLLAR PER ANNUM.

Address ECHOLS & WILSON,
aug22—d1m Publishers.

The Vibrator Churn,

One of the most Ingenius Inventions of the Age.

FROM this date we have the exclusive agency for the sale of this Churn in Georgia.

We invite an inspection of the Vibrator Churn.

ECHOLS & WILSON,
aug22—d1m Broad street, (by the Bridge.)

FOR SALE,

THREE-EIGHTHS INTEREST IN THE COLUMBUS STEAM PLANING MILLS.

For further information, apply to

aug4—d1m R. J. MOSES.

Buy the Telegraph Feed Cutter.

IT is the most durable and and simplest in the market. For sale in Georgia, only by

aug22—d1m ECHOLS & WILSON.

Coal! Coal! Coal!

40,000 BUSHELS SODDY CREEK COAL, the best in East Tennessee, delivered on the cars at Chattanooga, at eighteen (18) cents per bushel. Liberal terms made with dealers.

J. H. COKER,
Market Street, between 4th and 5th streets,
aug24—d1m Chattanooga, Tenn.

RICHARDSON'S

Irish Linens, Damasks,

LINEN CAMBRIC HANDKERCHIEFS, &C.

WE feel ourselves called on again to CAUTION CONSUMERS against the indiscriminate use of Irish fabrics made up to imitate our goods in fold, trade mark, and general appearance, and to warn them, that their only safeguard is to see that the authentic seal of our firm

J. N. RICHARDSON, SONS & OWDEN,

is stamped upon each article.

Determined to confine ourselves, as heretofore, to the use of yarns spun from the choicest and strongest Flax, by the best machinery obtainable; uniform in weight and elasticity—manufactured and bleached under our own superintendence—the consumer will be

GUARANTEED BY OUR SEAL

the same durability and satisfaction in the wear, which the genuine goods have always afforded.

J. N. RICHARDSON, SONS & OWDEN.
Belfast, Ireland, 5 Mo. 15, 1871.
aug25—d&w3m

McCUTCHEON'S

Cherokee Indian Bitters.

THE action of this highly valuable remedy upon the system is quick and penetrating, affording great and speedy relief. It promotes digestion, enlivens the spirits, and increases the peristaltic motion, which makes it a valuable remedy for persons in advanced age. Sold by its numerous patrons, to restore to health the most feeble and shatter d constitutions.

For sale by REDWINE & FOX.
aug26— aug13—d1m

MUSIC.

DR. F. A. WURM, the well known Professor of Music, and his son, A. F. WURM, are prepared to give lessons in Music, both

Vocal and Instrumental,

Piano, Organ, Harp, Guitar, Violin, etc., etc.

Also, to furnish Music on all occasions by their own Band—both BRASS AND ORCHESTRAL.

Music arranged for Bands at moderate terms.

All orders left at the Post-office, care Messrs. Beerman & Kuhrt, or at the store of these gentlemen on Whitehall street, will meet with prompt attention.

aug23—d1aw3m

WASHINGTON STREET

Female School

THE Exercises of this School [illegible] control of Mrs. McCandless [illegible] MONDAY NEXT by Miss Tallulah Ellis [illegible] heretofore.

Good references in Atlanta and [illegible] given if desired.

Horse and Phaeton FOR SALE.

THE HORSE is perfectly kind and [illegible] in good order, with single and [illegible] Terms reasonable. Call between 9 and [illegible] m., on W. T. [illegible]

aug29-d3t

NOTICE.

STRAYED or stolen from my place [illegible] about 7 miles from Atlanta, on the [illegible] gust, one light sorrel MARE, about [illegible] heavy mane and tail, white spot in [illegible] hind leg white. Any information given [illegible] dleton, attorney at law, Atlanta, Ga., of the [illegible] abouts of said Mare will be liberally rewarded.

aug29-d3t GEORGE [illegible]

Atlanta Select School For Girls,

Pryor Street, near Wesley Chapel.

WILL open MONDAY, September 4th. [illegible] $5 00. Languages and Music extra. Payments monthly in advance. No pupil [illegible] for less than three month.

For circulars apply to

aug29-d1w O. ROCKWELL, Principal.

University High School Atlanta, Ga.

THE Exercises of this School will be resumed in the basement of the Oglethorpe University Building, corner of Washington and Mitchell streets, on MONDAY, the 11th, of September, 1871.

PROF. J. A. RICHARDSON, A. M.
Late of the Atlanta High School, Principal.
Terms reasonable. aug29-d[illegible]

Dissolution Notice.

THE firm of H. H. WITT & CO. has this day been dissolved.

G. C. DENO

Has purchased the Stock of FAMILY GROCERIES, and will continue the business at their Old Stand on Peachtree Street.

All the debts of the firm will be settled by H. H. Witt.

H. H. WITT,
aug29-d1w G. C. DENO.

University of Nashville,

DEPARTMENT OF

MEDICINE AND SURGERY.

FACULTY OF MEDICINE.

William K. Bowling, M. D., Theory and Practice of Medicine.
Charles K. Winston, M. D., Obstetrics.
J. Berrien Lindsley, M. D., Chemistry.
Paul F. Eve, M. D., Operative and Clinical Surgery.
William T. Briggs, M. D., Principal and Practice of Surgery.
Thomas L. Maddin, M. D., Institutes of Medicine.
William L. Nichol, M. D., Materia Medica.
Thomas B. Buchanan, M. D., Anatomy.
Van S. Lindsley, M. M., Practical Anatomy.

The next regular Course of Instruction will begin on Monday, the 2d of October, 1871, and end on the first day of March, 1872. The Anatomical Rooms will be open the 18th of September.

FEES.—For Tickets to the entire course, $[illegible]; Matriculating Fee, $5 00; Practical Anatomy, $[illegible]; Graduating Fee, $30 00.

Board from $4 to $5 a week. Write, for information, to T. B. BUCHANAN, M. D.,
aug29-d3w Sec'y of the Faculty.

WESTERN & ATLANTIC RAILROAD.

ATLANTA, GA., JUNE [illegible]

LOOKOUT MOUNTAIN

From Atlanta, Ga.

TICKETS FOR THE ROUND TRIP, Nine Dollars and Seventy-five Cents—including Stage Fare—can be had on application to J. H. PORTER, General Ticket Agent, Union Passenger Depot, Atlanta.

E. B. WALKER,
june30—d2m (inside) Master Transportation.

THE SECOND TERM

OF THE

The Sixth Annual Session

OF THE

McDonough St., Female School,

WILL COMMENCE

Wednesday, September 6th,

AND END

Friday, December 22d, 1871.

ALL the branches of a liberal ENGLISH EDUCATION are taught, with LATIN, GERMAN, FRENCH, MUSIC, DRAWING, and PAINTING.

Miss Laura A. Haygood,
PRINCIPAL.

M'lle E. Sterchi,
TEACHER OF FRENCH, GERMAN, & PAINTING.

Mrs. G. B. Haygood,
TEACHER OF PRIMARY DEPARTMENT.

W. L. Hensler,
PROFESSOR OF MUSIC.

aug27-d6t

Echols & Wilson

WILL MAIL their large and handsomely illustrated CATALOGUE AND PRICE LIST.

Postage prepaid to applicants.

aug22—d1m

MEDICAL NOTICE.

DR. D. O. C. HEERY has resumed the practice of his profession, and tenders his Professional Services to the citizens of Atlanta and surrounding country, in MEDICINE, SURGERY and OBSTETRICS. Office on Marietta street, opposite the Tremont House, where he can be found at all hours except when professionally engaged.

aug5-d1w

Turnip Seed.

FRESH AND GENUINE.

ALL Varieties at ECHOLS & WILSON'S,

aug22—d1m Broad Street (by the Bridge.)

300 Bushels Red Clover.

100 Bushels Timothy.

300 Bushels Ky. Blue Grass.

200 Bushels Orchard Grass.

Sapling and Alsike Clover.

THESE Seed were purchased [illegible] growers, are guaranteed fresh and pure.

ECHOLS & WILSON,
Agricultural Warehouse and Seed Store,
Broad street (by the Bridge.)

aug22—d1m

BUY YOUR AGRICULTURAL IMPLEMENTS,

MACHINERY,

Grass Seeds and Garden Seeds

AT ECHOLS & WILSON'S.

WE deal with manufacturers and [illegible] Cash, sell for Cash—and cannot be [illegible]

aug22—d1m

The Daily Constitution.

ATLANTA:

WEDNESDAY, AUGUST 30, 1871.

Agents for The Constitution.

COL. T. M. ACTON, General Traveling Agent.

The following gentlemen are regularly authorized, as local agents, to receive and receipt for subscriptions to THE CONSTITUTION, at the following places:

John W. Bacon, Lexington, Ga.
J. N. Pate, Decatur, Ga.
Henry Cordes, Washington, Ga.
H. W. Swatts, Barnesville, Ga.
Lewis Tumlin, Cartersville, Ga.
Oscar A. Cantwell, Fairburn, Ga.
J. W. Boyd, Greenville, Ga.
G. W. Thimmier, Ringgold, Ga.
J. B. Averea, Fayetteville, Ga.
Joe McConnell, Calhoun, Ga.
Ellwood Quintion, Depot Agent, Palmetto, Ga.
W. A. Jones, West Point, Ga.
Knott & Nolan, McDonough, Ga.
O. P. Skelton, Alpharetta, Ga.
R. C. Beavers, Campbellton, Ga.
T. D. Adams, Roswell Factory, Ga.
Thomas Shaw, Notasulga, Alabama.
J. W. Bryson, Powder Springs, Ga.
R. H. Frear, Kingston, Ga.
John W. McCurdy, Stone Mountain, Ga.
Jas. T. Lankin, and Esquire Hannah, Gwinnett county, Ga.
S. S. Brown, Opelika, Ala.
Thos. M. Daniel, Canton, Cherokee county, Ga.
L. F. Alfred, Jasper, Pickens county, Ga.
W. R. Stillwell, Senoi, Coweta county, Ga.
J. H. Born, Lithonia, DeKalb county, Ga.
J. F. Zimmerman, Greenesboro, Ga.
J. E. Childs, Madison, Morgan county, Ga.
Mr. Stewart, Railroad Agent, Rutledge, Ga.
Captain A. P. Smith, Conductor on Cartersville and Van Wert Railroad.
J. L. Pierson, Cave Spring, Floyd county, Ga.
W. J. Howard, Cedar Town, Polk county, Ga.
J. J. Johnson, Hogansville, Ga.
J. D. Ransom, Grantville, Ga.
Levi H. Turner, Henry county, Ga.
Anderson & Hunter, Covington, Ga.
E. F. Edwards, Conyers, Ga.
E. Douglass, Attorney at Law, Newnan, Ga.
J. A. Scott, Sparta, Ga.
R. M. Barnes, Warrenton, Ga.
W. J. Milner, Forsyth, Ga.
Trice & Callaway, Milledgeville, Ga.
H. R. Everett, Fort Valley, Ga.
W. B. Candler, Villa Rica, Ga.
Isaac S. Boyd, Commune, Georgia.
R. D. Cheshire, Gainesville, Ga.
J. K. Adams, Thomaston, Ga.
McAfee & Kellogg, Cumming, Ga.
Gish & Beardan, Adairsville, Bartow county, Ga.
J. A. Gray, Colaparchee, Ga.
A. G. Harris, Jonesboro, Ga.
J. J. McGlohon, Chattanooga, Tenn.
N. D. Criswell, Jackson Hill, Ala.
W. H. Logan, Loudsville, Ga.
Isaac B. Lester, East Point, Ga.
W. O. Sandwich, Casseta, Ala.
Rev. M. M. Lanoram, Stephens Post-office, Athens Branch Railroad.
M. S. Garner, Buford, Ga.

City Intelligence.

STREET RAILROAD.—One mile of the Street Railroad is completed.

PERSONAL.—Mr. Fred Schiff left the city for New York last night.

NO DETENTION.—There is no detention of freights between New York and Atlanta via Charleston.

NEW CISTERNS.—Contractors will note the advertisement for proposals for building several new cisterns.

COMMUNICATIONS.—Long communications will have to stand aside while there is such a pressure on our columns.

PERSONAL.—R. Jemison Ball, former editor and proprietor of the New Orleans Daily News, is a guest at the Cannon House.

MEMORIAL ASSOCIATION.—There will be a meeting of the ladies of the above association this afternoon at 5 o'clock.

HOP AT THE KIMBALL HOUSE.—Messrs. S. E. Crittenden & Co., last night gave their guests a "hop." It was a pleasant affair.

PEMBERTON, TAYLOR & CO.—This live firm take a "new departure" on the first of October into elegant stores in the Kimball House.

BRIDAL COUPLE.—Colonel J. F. Ogletree and lady, of LaGrange, with several attendants, were at the Kimball House last night. They go to Lookout Mountain.

RELIGIOUS NOTICE.—Religious services will be held at the First Presbyterian Church to-night and every night this week at 8 o'clock P. M. Prayer meeting at 8 o'clock A. M.

SMASH UP.—Dr. T. S. Powell's horse ran away with his carryall yesterday evening down Broad street from Marietta, creating great consternation and smashing up the top pretty generally. The horse escaped uninjured.

A FITTEN WAKE.—The friends of one of our town "boys," who was married last night, "asked" him yesterday afternoon according to Hoyle if he would Mo(o)re so, and the whole Crew enjoyed his last agonies with delight. They all sighed and wished to go and do likewise, but it would not be Fitten to do so.

FIRE.—The alarm of fire yesterday morning was caused by the burning of a hole in the floor and the ceiling of Miss Julia Thomson's house on Decatur street. The origin of the fire is unknown, though it is supposed to have been accidental, as the pile of wood near the stove was on fire and burned a hole through the floor. The damage to the building and Miss Thompson was slight. McBride & Smith's carriage depot underneath, had one buggy burned and charred and several shafts. The loss of the latter is about $350. The fire companies were out as usual.

RESURGAM—REDIVIVUS.—All of which means that the old Reading Club, so popular in its day, is again revived. It met last night at the residence of Colonel Tarver, on Washington street. We doubt not that it will be the source of many a happy hour's entertainment during the coming winter. And long may it wave. The truth is, that since its suspension, marriages have—become—*alarmingly*—"few and far between."

The meeting last night was largely attended, and was graced by intelligence, wit and beauty. The occasion was a delightful one, and happy voices made music for happy hearts.

FRACAS.—Yesterday morning, E. M. Berry and Lucien Smith had a fracas at the Drug Store of Pemberton, Taylor & Co. Smith said something which Berry did not like. During a scuffle between them, Berry cut Smith twice in the chest, two or three times on the shoulder and three times on the head, severely, though not dangerously. After Berry got out on the pavement and was going down Line street, Smith shot three times at him without effect. Smith was carried home and is attended by Dr. Lou H Orme. He is doing very well. The whole affair is to be regretted.

MEETING OF TAX-PAYERS.—A very large and enthusiastic meeting was held at the store of Captain Castleberry, on Peters street, yesterday afternoon, to take into consideration the condition Peters street has been placed in by the building of the Street Railroad. After speeches made by many prominent citizens residing and doing business on Peters street, a committee consisting of Messrs. John A. Doane, W. T. Castleberry, Dr. Mitchell, John F. Morris and W. Adair, were appointed to draft a suitable memorial to lay before the City Council at their meeting Friday night.

It will be remembered that Aldermen Cassin and Wells laid the matter before Council last Friday night week, and succeeded in passing a resolution to have the work done immediately. The street force was worked on Peters street until the next meeting, when a resolution was passed to allow the force to remain until Wednesday (this evening,) and the work not being completed, accounts for the holding of the meeting.

SOCIETY NEWS—HYMENEAL.—A small but elegant party assembled last night at the residence of Col. James A. Turner, on McDonough street, to witness the marriage ceremony of Miss Marianna Turner, daughter of Col. Turner, recently of Montgomery, and Mr. John A. Fitten, a member of the firm of T. M. Clarke & Co., and son of Col. Fitten of Adairsville, Ga. The couple were united in the bonds of holy wedlock by the Rev. Mr. Croly.

Among those present from a distance we noticed Colonel Fitten and lady, and Colonel McDougall and lady, of Columbus.

Miss Turner and Mr. Fitten were both favorites among the young people of Atlanta, and they have many hearty wishes for a happy transit through the tangled journey of life, upon which they have set out. Immediately after the ceremony they left for New York via Louisville, Cincinnati and Niagara Falls. THE CONSTITUTION wafts after them a wish that the "New Departure," which they have taken, may never be regretted.

"Yes, thou art mine, forever mine;
My beautiful, my own!"

"With thee all things are happiness;
Without thee, what is heaven?"

CONSIGNEES PER WESTERN AND ATLANTIC RAILROAD, August 29, 1871.—Stephens & Flynn; Patterson, P & Co; P & G T Dodd & Co; C L Loyd; A Leyden; Gas Company; Rolling Mill; C R & Co; B & Co; J M & J A Alexander; W L Wardsworth; Fetzer & Mercer; M Wellhouse; Prof. H A Hale; A R[illegible]; Adair & Bro; H P Clark; Chamberlain, B & Co; J R Wylie; E Peters; S Smith; Edwards & Co; [illegible] & B; Mrs H S Camps; W L Mansfield; J H Ketner; M A Hale; G C Crawford; Jones & Battle; [illegible] & Co; J O Allen; Ellsworth & Hale; J C Peck & Co; Morrison, B & Co; Fay & Corput; Carley, [illegible] & Co; J B Hine; Howard & Mc oy; D A [illegible]; Wm & Edwards; G W Jack; J T Hagan; Chamberlin & Moore; Phillips & Crew; C C Archer, Sharp, [illegible] & Co; J B Ingram.

To the Public.

ATLANTA, GA., August 28, 1871.

The following correspondence explains itself. All citizens wishing access to the books and papers of Western and Atlantic Railroad will call at the rooms of the office of the Attorney General, in the Capitol Building.

HENRY P. FARROW,
Attorney Western and Atlantic Railroad.

ATLANTA, August 25, 1871.

To the Hon. Henry P. Farrow, Attorney-General—SIR: As my right to the custody of the books and papers connected with the State Road, left over at the time said road was leased, is disputed, I now offer in your presence, to turn over said books and papers to the Comptroller-General; but I respectfully decline to surrender them to Hon Foster Blodgett, or to any person designated by him.

Please state, if it will satisfy your claims upon the books and papers, for me to make the disposition above indicated.

Very respectfully,
[Signed.] CHAS. P. MCCALLA.

ATLANTA, GA., August 25, 1871.

Sir: Your proposition to turn over all the books and papers of the Western and Atlantic Railroad, alluded to by you, cannot be accepted, for the reason that I consider it my duty, under the laws of Georgia, and instructions this day received, to ascertain from these books and papers, as speedily as possible, who are in default, and the amount of their default; and further, who have now in their possession any money or property of the Western and Atlantic Railroad, whether fraudulently or otherwise, and cause proper demand to be made of them for settlement, and, in case of failure to settle them, have proper statement of the sum thus withheld made to the Comptroller-General that he may issue his execution as the law directs, and thus bring them to a settlement in the most summary manner. With a view to thus placing these matters in such shape that the Comptroller can issue his execution and bring these parties, no matter who they may be, to a speedy settlement, I wish to place all the books and papers under the immediate control of Judge Hammock, Dr. Redwine, Judge Collier, or any other citizen of like unimpeachable character, and have them furnished with such aid as will enable them to speedily furnish me a complete statement of every defalcation or fraud. During the meanwhile you or any other citizen desiring it shall have free access to those books and papers in the presence of Judge Hammock, Dr. Redwine, Judge Collier, or such other like citizen as might be selected, and only in their presence, I and all other persons heretofore connected with the road being under the same restrictions, and in the meanwhile every facility shall be afforded to ascertain fraud and bring parties now or hereafter arrested to justice, whether they be high or low in station.

Very respectfully,
[Signed] HENRY P. FARROW,
Attorney W. and A. R. R.

Chas. P. McCalla, Atlanta, Ga.

ATLANTA, August 25, 1871.

Colonel Farrow: Without committing myself to anything you may hold touching your rights or duties in reference to making collections, I consider your proposition as to the custody of the books and the terms of access to them not unfair, and therefore accept the same.

It is indifferent to me which of the three gentlemen you name is selected. Please designate any one of them for yourself. Very respectfully,

[Signed] CHAS. P. MCCALLA.

ATLANTA, GA., August 26, 1871.

Sir: I am glad to learn from your note of yesterday evening in response to mine, declining to consent to a proposition submitted by you, that you consider the course which I intend pursuing "not unfair," and it is, perhaps, highly proper for me to inform you at once, in response to your declaration, that you do not wish to be understood as committing yourself to any theory I may hold as to my duties and rights in the premises that it is immaterial with me whether you so commit yourself or not. Under the Code of Georgia the duties and powers of the Superintendent Western Atlantic Railroad are most clearly defined, and cannot be misunderstood. The law leasing the said road superseded or repealed so much of the Code relating to the rights, powers and duties of the Superintendent as were in conflict with said law; and all other sections of the Code relating to his rights, powers and duties stand unrepealed and of full force. The law leasing the road passed the road itself out of his possession, and relieved him of all duties in connection therewith. It further passed all financial settlements between this road and all connecting roads out of his hands and placed them in the hands of the company leasing the road. It further passed out of his hands all settlements to be made with parties holding liquidated demands against the road existing at the time of the lease, whether due or to become due, and placed the same in the hands of his Excellency, the Governor, who is authorized to draw his warrant for the same. It furthermore passed out of his hands all settlements to be made with parties holding unliquidated demands against the road, existing at the time of the lease, and placed the same in the hands of the Board of Commissioners named in the law itself, whose duty it is to pass on the same. But nowhere in the law or other laws is there a sentence, a clause, or a word, relieving him of the duty of bringing all his subordinate appointees and agents to a settlement; and unless there is some law relieving him of those duties under the Code, it is still his right and imperative duty to bring them to a settlement. It is not to be presumed that the General Assembly intended to turn all these agents free and at liberty to keep all they had on hand at the time the lease was perfected. But, upon the contrary, the General Assembly was content to leave them to be brought to settlement as the Code directs; and placed nothing in the law leasing the road to conflict with those sections of the Code. The remedy prescribed in the Code is a summary one. It is the duty of the superintendent to ascertain the amount due the road from them and demand settlement. If they refuse, it is his duty to make a complete statement of the same to the Comptroller General, whereupon he is required to issue his execution as against a defaulting Tax Collector, which execution is to be free from any judicial interference whatever. Thus, the Code directs that all these agents or appointees of the Superintendent shall be brought by him to a settlement, and there is nothing in the law leasing the road which conflicts therewith. It may be said that a sufficient time has already elapsed for all these settlements to have been made; but with that question I have nothing to do. My connection with the matter commenced yesterday, and I will pursue the law vigorously.

While I regret to know that I have been compelled, from a sense of duty, to take issue with his Excellency, the Governor, and the Superintendent on some questions, and oppose them with all the power and influence I possessed, even to a rupture of pleasant relations, yet, so long as his Excellency, Governor R. B. Bullock, remains the Chief Magistrate of Georgia, he shall have from me all the respect and support to which his official position entitles him. And believing that the law makes it the duty of Hon. Foster Blodgett, Superintendent of the Western and Atlantic Railroad, to bring all his subordinate appointees to a settlement, I shall respect him as such, and faithfully discharge any and all duties which may devolve upon me as the attorney of the Western and Atlantic Railroad.

I have entered upon this duty untrammelled by any private instructions or restrictions by either the Governor or Superintendent, and I trust they both know me well enough to know that in the discharge of my duty I will screen no man.

I have had an interview with Dr. Redwine, and am inclined to think I will be able to procure his services, and if so, you will be informed when we are ready to open the books and papers, and will be invited to be present, either in person or by attorney.

With the highest personal respect, I am, etc.,
HENRY P. FARROW,
Attorney W. & A. R. R.

Charles P. McCalla, Atlanta, Georgia.

ATLANTA, GA., August 26, 1871.

Hon. H. P. Farrow, Attorney General—SIR: In answer to your communication of this date, I would say that I am satisfied with the selection of Dr. C. L. Redwine, C. C. Hammock and Judge Collier, as the proper custodians of the books and papers of the Western and Atlantic Railroad.

While I disagree with you as to the authority by which you claim the right to prosecute claims to full settlement, nevertheless, I am more than willing to waive all points at issue, and agree that these gentlemen shall at once take charge of all books and papers of said road.

With respect, I am your ob't sv't,
CHAS. P. MCCALLA,
General Book-keeper.

ATLANTA, GA., August 26, 1871.

Messrs. C. L. Redwine, C. C. Hammock and E. E. Rawson, Atlanta, Ga.—

GENTLEMEN—I herewith hand you a correspondence which you will please give a careful perusal, as it is my wish to procure your services, as citizens in whom the entire community have implicit confidence, to take charge of the books and papers of the Western and Atlantic Railroad, and one or the other of you, or all jointly, supervise personally the bringing up of all the books and supervise personally all investigation of said books and papers made with view to ascertain any and all frauds perpetrated by any parties whomsoever, in the affairs of the Western and Atlantic Railroad. It is not my desire to ask any labor of you further than to be present and see that the duty is correctly performed by competent book-keepers whom I will furnish you, assuring you that I will not employ any clerk for the duty under your supervision who is in any particular objectionable to either of you. It is my desire that no man, whomsoever, shall be permitted to handle any book or paper except under the eye of one or the other of you, but that you permit any citizen to exercise the right the law gives him to see the same under your eye. For this important duty, I will see that you will be properly compensated. Hoping you will consent to perform this duty, I remain, very respectfully, &c.

HENRY P. FARROW,
Attorney W. & A. R. R.

ATLANTA, GA., August 28, 1871.

Hon. Henry P. Farrow, Attorney W. and A. R. R.

DEAR SIR—We have read the correspondence between yourself and Mr. Chas. P. McCalla, General Book-keeper of the Western and Atlantic Railroad, as published in the city papers of Sunday morning, in which you both propose to turn over the books and papers of the Western and Atlantic Railroad to ourselves; and also your note requesting that we will accept said books and papers, and that we shall "supervise personally the bringing up of all the books, and supervise, personally, all investigations of said books and papers, made with a view of ascertaining any and all frauds perpetrated by any parties whomsoever, in the affairs of the Western and Atlantic Railroad."

In accepting this important trust, it were perhaps unnecessary for us to say to you that we do so simply as a matter of duty, believing that every honest citizen of Georgia should lend every possible aid in ferreting out the frauds which are alleged to have been perpetrated in the management of the Western and Atlantic Railroad, and to bring to speedy justice the criminals who have so flagrantly misappropriated the people's money, and with the following understanding of our powers and duties, to-wit: That we simply take charge of these books and papers as custodians; that we permit such book-keepers as may be furnished us to bring up said books so as to show the balances; that we expose them to the investigation of the parties now engaged or that may hereafter engage in the investigation of these alleged frauds, as well as others who may be entitled to see them, and that we shall in no way be responsible *for* the investigations which are being or may hereafter be conducted.

We desire this understanding, for the reason that we believe it beyond the power or possibility of any committee to investigate the administration of the Western and Atlantic Railroad under Mr. Blodgett, without the power to send for persons and papers, and to force all parties to account who have been connected with the railroad in any capacity whatever, or who may have had any business transactions with it during said administration. This power, as we believe, can only be conferred by the Legislature; hence, we understand, that we do not enter upon this duty as an investigating committee, but simply as custodians of the books and papers, and to allow under our supervision, the bringing up of said books so as to show the balances.

With considerations of personal regard, we remain,
Very respectfully, yours,
C. L. REDWINE,
C. C. HAMMOCK,
E. E. RAWSON.

ATLANTA, GA., August 29, 1871.

Judge C. C. Hammock, Dr. C. L. Redwine, E. E. Rawson:

GENTLEMEN—I herewith signify my willingness to accept the disposition of the books and papers of the Western and Atlantic Railroad, as per agreement in correspondence, between Colonel Farrow and myself, now in your hands, upon the surrender to me of my private papers, which was given to you on Saturday last. With the belief that the books are now in safe hands, I am, with great respect,

CHARLES P. MCCALLA,
General Book-Keeper,
Pr. Z. B. HARGROVE, Attorney.

There can be no impropriety in permitting Mr. McCalla to withdraw any of his private papers, which may be found among the papers of the Western and Atlantic Railroad, but I suggest that all papers found in the rooms and desks of the Western and Atlantic Railroad should be presumed to be papers thereunto appertaining and belonging until the contrary appears by investigation under your eye.

H. P. FARROW, Attorney,
W. & A. R. R.

To Messrs. Redwine, Hammock and Rawson.

Supreme Court of Georgia.

August 29, 1871.

After the delivery of opinions in cases argued last week, the Court adjourned till 3 o'clock P. M., then to hear the report of the committee appointed to prepare a memorial of the Honorable Eugenius A. Nisbet.

Upon the re-assembling of Court at 3 o'clock P. M., Colonel Washington Poe, Chairman of said committee, reported as follows:

The committee appointed at the last session of this Court to prepare a suitable memorial commemorative of the death of Hon. Eugenius A. Nisbet, beg leave to submit the following report:

Death is ever hovering around our dwellings. We can almost feel his icy touch and behold his ghastly visage when our hearts beat strong with hope, and our cheeks wear the rosy hues of health. He is the faithful and relentless executioner of the decree which consigns all Adam's race to the dust. His visits—always unwelcome—are sometimes peculiarly painful. When he enters our homes and robs us of the cherished objects of our love; when he strikes down the great and the good, those of whom States and communities are justly proud, then in truth do lamentation and mourning follow in his footsteps.

By placing His inexorable grasp on the person of Judge Nisbet, He has brought sore bereavement to a large and loving family, deprived this bar of an honored member, this court of a wise counsellor, the State of a noble and gifted son, and the Church of Christ of one of its brightest ornaments and most solid supports. Few men in these latter days have commanded so much of the public admiration and confidence. He graced every position which he occupied, and though dead, the memory of his virtues will live in the hearts of thousands amongst whom he moved, like a bright planet shining with undimmed splendor, until he disappeared to take his place in the constellations of Heaven.

Judge Nisbet's public career is well known to the people of Georgia. He was a native of this State, having been born in Greene county on the 7th day of December, in the year 1803. He was a son of Dr. James Nisbet, a gentleman of high character, one of the framers of the Constitution of 1798, and for a number of years a member of the Board of Trustees of the State University at Athens. His first instruction was received in the school of Rev. Francis Cummings, D. D., at Greensboro. When quite young he entered the Freshman class in the College at Columbia, S. C. He was soon transferred to the University at Athens, and was a member of the first class of graduates, under the Presidency of Dr. Moses Waddel bearing off the honors of his class. Turning his attention to the law, he commenced his studies under Judge Clayton, and subsequently became a student in the law school of the celebrated Judge Gould, at Litchfield, Conn. Having finished his professional course, he returned to Georgia, and at the early age of twenty He was admitted to the bar by authority of a special act of the General Assembly. He opened an office at Madison, and began the practice of his profession in partnership with John W. Campbell, Esq. It was not long before his fine intellect and well-stored mind, combined with a remarkable grace and beauty of manner and expression, attracted public attention. He made rapid reputation as a lawyer, and gathered around him a host of admirers and friends, who, when he had scarcely attained his majority, held up before him the alluring prospect of political distinction, and induced him to represent the county of Morgan in the Legislature. This was in the fall of 1825. A few months prior to his entrance into public life—viz: on the 12th day of April, 1825—he married Miss Amanda Battle, of Hancock county, an elegant lady, who presided with queenly dignity over his home, and was his loved and honored companion until her death in the month of May, 1865.

Let it be here remarked that Judge Nisbet was not a professional politician. As much as any man we ever knew, he heartily despised the artful duplicity of such a character. The standard of moral rectitude by which he was guided in private life was not lowered on the hustings nor in the halls of legislation. In every walk of life, he was the same high-toned, candid, conscientious man, who loved and defended truth for its own sake, and who would have suffered the loss of all things rather than have done what was mean or dishonorable. He was a party man, but was never a viscount. He was too ardent a lover of freedom to allow his conscience to be bound by fetters. The right of private judgment he prized and preserved as a priceless heritage. As a consequence, his course on all public questions always secured respect. He served several successive sessions alternately in the Senate and House, taking an active part in debate and a leading position in both bodies. In 1833 he became a member of the convention which assembled to consider the expediency of reducing the number of Senators and Representatives, and greatly distinguished himself by a speech of marked ability and eloquence. He continued to represent Morgan county in the Legislature until 1837, when he removed to Macon and there opened an office for the practice of his profession. He was soon, however, again called into the public service, having been elected in the following year a representative from the State at large to the Congress of the United States He was re-elected in 1840, but on account of the condition of his private affairs and a growing distaste for political life, he resigned his seat in that body in 1841.

The position he took in Congress was a prominent one, and he retired to private life with an unblemished character and an enviable reputation. Whilst he held political office he was by no means neglectful of his profession—success in which was the chief object of his ambition. He was a close and discriminating student, and a master of the law as a science. His forensic efforts were remarkably clear and felicitous, and evinced great research and a thorough acquaintance with his case. To the demands of a large and increasing practice he devoted himself assiduously after his withdrawal from public life, until the Supreme Court of Georgia was organized in 1845, when he was elected one of the Justices of that Court. He sat on that Bench eight years—the compeer of Lumpkin and Warner. Grand triumvirate! Noble representatives of a noble profession! The State owes them a debt of gratitude it can never pay—the Bar of Georgia a tribute of praise which rises not from reluctant hearts, and to which succeeding generations shall give willing utterance. Judge Nisbet's judicial opinions, embodied in the first fourteen volumes of the Georgia Reports, are models of precision, perspicuity and learning. He was eminently adapted to the duties of the Bench. A lover of justice, as well as of truth, he was patient in his investigations and impartial in his judgments. No one ever suspected him of favoritism. His integrity was panoplied in a Heaven-born purity. He wore the ermine with grace and dignity, and resigned it without spot or blemish. In 1853 he returned to the Bar and continued, with little interruption, to devote himself to the duties of his profession until a few months before his death, when in full possession of his mental vigor, and in pursuance of a cherished desire to spend the evening of his days in quiet and peace, he withdrew from the active labors of life. He was a member of the convention which assembled in January, 1861; and Chairman of the Committee which reported the Ordinance of Secession. He had been a Union man all his life and very reluctantly assented to the necessity of such a step, but with him the path of honor was the path of duty. He subsequently represented Georgia in the Provisional Congress of the Confederate States, and then finally retired from public life. He was a firm and faithful adherent of the South throughout the tremendous struggle which ensued, and no man lamented more than he the surrender of her armies and the consequent destruction of constitutional liberty.

It remains to speak of Judge Nisbet as a man of letters. From early manhood he devoted much of his leisure to literary pursuits. He was a man of fine scholarly attainments. He delighted to contemplate the beautiful creations of genius, and to gather the sparkling gems which master minds had scattered over the field of thought. With him "a thing of beauty" was "a joy forever." He read and relished all the finest productions of the great and good, and down to his latest days reveled in the pleasures which they afforded. His contributions to the current literature of the day were characterized by a classic elegance of style and a beauty of thought peculiarly his own. He was held in high esteem by the educated men of his day. For a number of years prior to his death he was President of the Board of Trustees of Oglethorpe University, and a trustee also of the State University, at Athens, which latter institution conferred on him, in the year 1868, the honorary degree of L.L.D.

This sketch would be incomplete, did we not refer to the most lovely trait in his character, to-wit, his piety. For more than forty years he was a ruling elder in the Presbyterian Church, and only those who have served with him in that office know what a "pillar of strength" he was. He was not an enthusiast. He made no parade of his religion, but he was not ashamed to testify his belief in the Gospel of Christ. His faith was founded on the "Rock of Ages." It grew brighter and stronger with each revolving day, and now that he is dead, it casts a halo of glory around his tomb.

Who can duly estimate the loss of such a man? His errors, whether of heard or heart, were like spots upon the sun. They pale into insignificance before the radiant lustre of his graces and virtues. In his home, he was not only a loving and tender parent, but a familiar friend. With his family, sweet was his converse. Respected, honored, loved—his chief delight was in the companionships and associations of home. Oh, what a loss his death has inflicted on the charmed circle of which he was the life and the joy!

He has gone from earth and we shall see him here no more.

Resolved, That in the death of Judge Nisbet this Court has been deprived of a wise counsellor, this Bar of an honored member, and the State of a noble and gifted son.

Resolved, That this Court and Bar deeply sympathize with the family of deceased in their irreparable loss, but rejoice that in the life of Judge Nisbet they have a legacy of ineffable value.

Resolved, That the Supreme Court be requested to have this report and resolutions entered on its minutes, and a copy forwarded by the Clerk to the family of deceased.

After a brief response by the Honorable James Jackson, Judge Warner responded as follows:

My first acquaintance with Judge Nisbet was in 1825, when we met as members of the House of Representatives at Milledgeville, both young men, buoyant with hope and ardent, youthful expectations for the future. Time has since rolled on, and he has performed his allotted task; his work is done, and *well done*, his record is made up, and that record will ever remain the most enduring monument of his private virtues as a Christian gentleman, and of his inestimable worth as a public officer. When this court was organized in 1845, it was my good fortune to have been associated with Judge Nisbet and the late Chief Justice Lumpkin. The arduous and responsible duty of organizing the court and putting the judicial machinery thereof in practical working order, was necessarily devolved on the newly appointed Judges. The difficulties incident to a successful practical organization of the court at that time, cannot be fully appreciated now, and never will be definitely known, except to those who were actively engaged in its organization. Judge Nisbet performed his whole duty, and assumed his full share of the responsibility in the doing of it acceptable to the people. It has doubtless been noticed by the profession that there were very few dissenting opinions in those days, and the reason is, that each Judge felt himself bound strictly to adhere to the fundamental principles of the law, as the same had existed from the time of *Magna Charta*, and embraced in the written Constitutions of this State, and the United States. Deeply impressed with the fact that the loss of the liberties of a free people may generally be traced to the first departure from the fundamental principles of their government, by those who are invested with authority to administer and enforce them.

Judge Nisbet was uncommonly sound and practical in regard to all questions in which the fundamental laws of the land were involved, and his opinion in the case of Wilder vs. Lumpkin, reported in the 4th Georgia Report, will be an everlasting monument of his learning, ability, integrity, and sound judicial exposition of the fundamental law; it is a monument which in all future time will command the respect and admiration of every *lawyer* who loves and venerates his profession.

The salient points in Judge Nisbet's character which so eminently qualified him for a Judge, were his high sense of honor, the purity of his morals, his strong love of justice as regulated by law, his clear discriminating mind, his firmness of purpose, his independence of action under all circumstances in carrying out the honest convictions of his judgment, his thorough knowledge of the great fundamental principles of his profession, and his patient industry in the discharge of his public duty. In paying this sad tribute to the memory of my honored and respected friend, I am forcibly reminded of the melancholy fact that I am the only survivor of the officers of the Supreme Court, as it was originally organized in 1845. What changes have been wrought in this tribunal by the great Reaper of the human family! Devoutly thankful to a kind Providence for the continuance of my health and strength; still the admonition cannot be disregarded that in the course of human events, that I too must soon follow my distinguished predecessors on this bench to that bourne from whence no traveler returns; and my earnest desire and hope is that when the time for my departure shall come, that I may be as well prepared to meet it as they were, and that my judicial record will not be entirely unworthy to be placed by the side of that of my lamented friends, who have gone before me.

Chief Justice Lochrane then responded as follows:

Gentlemen of the Bar: The mournful duty is devolved upon me, as the presiding officer of this Court, to respond to the resolutions which have just been read, paying tribute to the memory of the loved and lamented Eugenius A. Nisbet. It was my fortune to have known our distinguished friend while he occupied a seat upon this Bench, and I can recall the sweet affability and courtesy which marked his intercourse with those who then stood as advocates before this Forum. I can recall him after he left this Bench, in the court room where I have been often associated with him, and can bear testimony to the patience of his research and the close discrimination of the legal principles involved in the various cases with which he was entrusted. I can recall the method and symmetry of his argument before the court, and his earnest, forcible and eloquent appeals before the jury. He did not dash as the mountain torrent, rough and impetuous, in the ejaculation of sentences, but the stream of his thoughts flowed calmly and translucently, reflecting upon his breast every subject which lay upon its banks. He was no orator, "as Brutus is," in the vehement outpourings of passion, and needing tragedy to give effect to his utterances; but he was an orator where purity of diction and chaste expression and elevation of sentiment bore him onward and forward and upward to the highest regions of thought, and no matter how long or how complicated the question, proposition grew out of proposition, and argument was unfolded by argument, so harmoniously linked with the whole subject that it became one piece of connected thought, which almost persuaded conviction and carried with it the attestation of its own truth. His style of oratory was persuasive, and led captive his hearers by the silver-tone and gentle demeanor with which it was delivered. Few men in exterior had more of the accomplishments of the polished rhetorician than he, and few wielded them with more masterly ability.

There was no bitterness or acrimony in his sentiments or speeches. He seldom resorted to the utterance of satire, and his quiver contained no poisoned arrow with which to wound the sensibilities of others, even in the ardor of debate. To the profession of which he was an ornament, he stands a model for emulation in the closing of a career in which he was honored with the highest position without ever having invited an ungenerous sentiment to himself or in indulging it to others. His Christian graces rendered him alike an ornament to society and to the Church, and while subduing in all his religious duties, he was no stickler for forms, but had a heart as open in its forbearance and sympathies for the forms or tenets of others as melting charity. His sentiments of honor were instructive, and he placed a lofty standard of integrity to which he adhered in the path of duty. He did right by impulse, for to do right was the discipline of his life. To his friends he was genial and confiding, and ever ready to aid by his counsel those who sought him for advice or direction. In his home he was the loved idol, where his example set the guidance of his children [illegible] and every wish and feeling of his family [illegible]. It is not the occasion to pay eulogies upon our deceased friend and brother, but as a member of this court we may say with pride, that his learning and his ability to be found in the volumes of his reports, are monuments that will bear his name down the stream of time to distant generations, and attest the fidelity with which he discharged the important trust reposed in him by the people. Several of his decisions, without enumeration, have exhausted the sources of the common law, from which the great principles of right and rule of duty have been deduced, and leave nothing to add by his successors who will find in them a rule founded upon principle that will be as lasting as the memory of their author.

It was his privilege to preside over the first councils of this Court to have sat at the same council table with the great and good Judge Lumpkin, and with Judge Warner, the venerable survivor of that august organization to have carried this Court in its early struggles against the prejudices and dissatisfaction of the people, to have planted it deep in the public confidence, and to have left it in the pride of his reputation with the memory of his name and the inspiration of his genius to go down to the future. No judicial officer who filled so conspicuous and eminent a place, ever left it with more of the confidence and applause of the people. The ermine which he took off and bequeathed to his successors was as pure as the unsoiled snow on Diana's lap.

We gather around his memory to-day to pay the last tribute which is afforded us by placing on record our appreciation of one who when in life stood first in the ranks of his profession. In discharging this sacred duty, we are admonished of the uncertainty of human life and how unsubstantial are all the honors in the gift of this world to bestow; how crowns and sceptres, principalities and powers, all crumble and go to nothing at the touch of death. How the scroll of life, no matter how dotted with the brilliancy of achievement, rolls up and withers with the touch of time! There are no distinctions in the graves that lie before us. Soon other faces will fill this hall; our places will become vacant; one by one, we all must leave for that bourne from whence no traveler returns. Let us invoke the memory of him whose death is the opportunity of these proceedings—to impress upon all, to select their part in life as to be like him prepared to wear a deathless crown of immortality. Let the noble profession, of which we are members, in its syren sentiments of ambition not lead us into temptation, for the honors of earth in that hour when the night cometh, are as unsubstantial as the spirit of a dream walking the chambers of sleep. The honor which this hour admonishes us all to seek, is that which does not pale even amid the resplendant lustres of the Jaspers and Chrysolites of the new Jerusalem. This was the honor, this the deathless crown for which our lamented brother strove through life, and which was prepared for him when he had mounted to the heigth of earthly eminence, and looked up and was no more seen.

Let these resolutions be entered on the minutes of the Court, and these proceedings be published upon the pages of its reports.

This Court will stand adjourned until to-morrow morning at 10 o'clock.

Continuation of the Preliminary Examination of W. D. H. Millar.

The court met at the appointed hour.

John H. Flynn was sworn—Says he is Master Machinist; details the duties, customs, etc., of that position; has served in that position twelve years; went back to take Mullins' place on the 1st of February; Mullins notified him of the non-receipt of the pump and ten barrels of oil; he wrote to defendant at Savannah about the said articles; for sometime he received no answer; then he wrote again; defendant then answered that he

OWED THE STATE ROAD A PUMP

but no oil; that the pump had been shipped to a Western road, not specifying what road; in May witness received a No. 5 steam pump, worth at manufacturer's shops $235; never received the lard oil; saw no bill of lading of the pump and oil; does not keep copies of letters; a record is kept of goods received and charged to different departments in the general office; never received the ten barrels of oil; at that time oil was worth in the West $1 10 to $1 20 cents per gallon; did not take an inventory of all materials on the road; did not go into office at the first lease of the road; the pump is now in use by the road.

The book-keeper of the Kimball House was introduced and testified as to the time when and how long Millar boarded there when he was in Atlanta looking after his claim against the State Road.

Joseph Fry was again introduced; does not know any order to correspond with a bill dated October 28; witness here explained the connection between several letters from E. F. Blodgett to defendant; certain orders from the same source and the bills of defendant which had been audited and paid; witness examined a book which he says was in his own hand [illegible] though the bill is [illegible] in that book in January, [illegible]; some erasures and scratches on the book were shown to witness, he explains by saying that they may have been made because the dates put down did not correspond with the bills. (The book was then tendered in evidence and received.)

WITNESS EXPLAINS

that in answer to a question on the first day of the trial, "Whether any accounts were presented to the Board and withdrawn," he understood the question to allude solely to accounts presented by Millar when he answered "no."

Cross examined—The entries were not made hurriedly; has no reason to say that the bills were incorrect, the erasures are as to amounts as well as dates.

E. A. Knight was sworn, and testified that he lives in Atlanta; is employed on Macon Road. Shows a memorandum of articles charged for by defendant, and that the books show that said

ARTICLES WERE NOT SHIPPED BY MACON ROAD.

(General Garrell objected to this testimony, claiming that the books were the best evidence. His Honor held that the witness might answer the question as to whether or not there was such an entry on the books.) Witness had examined the books covering the time from September 12th to December 31, 1870, and no entry was found to correspond with the articles charged for Defendant.

Cross examined—Is an assistant to Mr. Clark, the agent, keeps books; does not keep a book in which articles shipped over the Macon Road to other roads are registered, but such a book is kept. For points on the State Road beyond Atlanta a separate book is kept, which book he did not examine. These articles should have been in the book he did examine if they had come over that road; did not examine the books of the Georgia Railroad. It is customary for all railroads to give receipts to consignors at the point of shipment.

Mr. Killian was sworn, and testified that he is Cashier of the Georgia Railroad. The books of that road were introduced in evidence, and witness examined them to find whether or not any articles, such as defendant had been paid for, were received from Savannah during the times when the bills which were paid show they were sent.

Witness, after a careful examination, stated that

NO SUCH GOODS CAME BY GEORGIA RAILROAD

during the time alleged; that not more than half a dozen shipments from Savannah had been made by way of said road.

CROSS-EXAMINED.

These are the only books in which articles are mentioned; they contain the original bills of lading; did not examine as to what goods came from Northern cities to the state Road; there is no other route from Savannah to Atlanta except by the Macon and Western and Georgia Railroad.

The attorneys for the State here closed their case.

A. L. Harris was sworn for the defense and testified. Defendant is a supply merchant; bears a good character. E. F. Blodgett was purchasing agent; goods were frequently marked "W & A R. R.;" they should have been marked to the heads of department. Saw defendant in Atlanta about the time his claim was audited. Witness identifies his initials as approving an account. The goods in that bill were received by him; don't know that they came from defendant; identifies his initials opposite certain articles on another bill; said articles were received; the prices are good; witness ordered the articles from the purchasing agent; did not receive them personally; 'twas customary for heads of departments to certify accounts as correct.

CROSS-EXAMINED.

Received the goods in January last; was one of the Commissioners to take over property of the Road; don't know that the goods came from Millar. [Witness explained the manner of making inventories, etc., when the road was leased.] Don't know that the present railroad company ever receipted for them; don't know of his own knowledge whether the goods ever came; thinks Millar or E. F. Blodgett presented the bills for his approval; don't think he approved the accounts after they were presented to the Auditing Committee; these goods should have come over the Macon Road. [Witness here gave the price at which certain articles could be bought in Atlanta, which was generally lower than what Millar was paid.] Never approved bills for these articles for anybody else; did not see the goods, but believes they were received.

[At this juncture the court took a recess for one hour and a half.]

After recess the Court reassembled, when the defence called as the next witness

W. T. NEWMAN, BOOK-KEEPER

at the State Road depot shed. He testified that he knew Millar in 1869 or 1870. Saw him at shed trying to sell supplies. Bill dated September 13, 1870, exhibited to witness. The signature on this bill, "O. K." by myself. Knows that the articles were received. They were received in October or November. The grease was yellow and inferior. Came in a box car. Don't know what road it came over. There were twenty-five barrels of grease. They were put in the oil room. Have no recollection when I signed the bill. Bill dated October 20, 1870, shown to witness. Recollect receiving the three casks of ingot copper and four pigs of tin during the fall.

CROSS-EXAMINED BY THE STATE.

Don't remember how much car grease was consumed in a year, about fifteen barrels used per month. Don't know that the road paid A. J. Orme $7,000 or $8,000 for grease about the same time. These articles received sometime before I certified to the bills. They were received in November, 1870. Don't know whether grease came from defendant or not. Shennon was relieved in April, 1870; about five or six months after, Mullins came in to fill his position, and he certified to bills. The road bought four or five barrels of grease per month from Orme. It was a superior black article. Don't think any bill for a large amount to Orme was presented to me. Don't remember whether I certified to both bills at the same time or not. W. M. Glossop was oil clerk. He was suspended by Joe Brown and lives at West End. It was about one month after the copper and tin were received that lessee took the road. There was some copper and tin left then. Road paid as high as 28 cts. per pound for copper in New York. Can't say whether it was 1870 or 1871 that I certified to the bills.

COLONEL R. W. WRENN,

General Passenger and Ticket Agent, testified that he notified E. F. Blodgett, General Purchasing Agent, that he wanted one dozen punches; couldn't say that the dozen received came from defendant. Witness certified to bill, knowing he had received a dozen punches, and wouldn't certify to any other bill for them; punches vary in price from $2 to $3 75 each; paid J. J. Toon, this year, $3 for some.

CROSS EXAMINED BY STATE.

The road received one, perhaps two dozen other punches last year; don't know who, or where they came from; punches come under the head of "Railroad Supplies;" don't recollect whether bill was approved by Blodgett before approved by me; don't recollect getting punches from Tilloison.

E. F. BLODGETT,

general purchasing agent, from January 1, 1870, until February 1st, 1871, testified that he met defendant in January, 1870, in A. L. Harris' office; defendant was recommended by Col. Robb, A. L. Harris and others; in one instance defendant drew $3 more than amount of bill but corrected it soon after. The following letters were offered in evidence from witness to defendant, one dated September 9, 1870, for 25 bbls car grease to be shipped to W. T. Newman, marked on margin, "answered September 13, 1871." One dated September 20, 1870, for one dozen wheel-barrows, five dozen picks, and one coil, 3½ inch, Manilla rope, to be addressed to A. L. Harris. One dated October 3, 1870 for two tons Jewett's white lead, and 3 dozen hand lamps, (white.) One dated October 18, 1870, for ten bales Cock waste, and six bales hemp packing, to be addressed to J. Mullen, also three casks of copper and 300 pounds tin to be addressed to W. T. Newman.

One dated November 9, 1870, for one dozen conductor's punches, 25 bars spring cast steel, and three rolls wire spark netting.

One dated December 17, 1870, for one No. 7 steam pump, 16 inch cylinder, to supply the place of one "busted," and ten barrels of lard oil.

These letters were all marked answered in three or four days after the date of the month of the letters, but in 1871.

Telegrams from witness to defendant were offered in evidence, but objected to by the State on the ground that it was not the original writing of the witness, and there was no voucher that it was correctly copied. Objection sustained by the court. The letters were written and left on desk; Alway, colored boy, took the mail to the post office; the heading of my letters to defendant were printed by Mr. Wrenn for my use; another heading was adopted but I used this because it was the first that came to my hand; car grease was worth from 5 to 8 cents per pound; paid defendant 8 cents and Orme 5 cents; I guess that all the goods were received; the steam pump hadn't come when the road was leased; have been informed that it has since come; telegraphed defendant to hurry up pump December 27th, (ruled out;) eight dozen shovels, one dozen adzes, one dozen axes, one dozen handles, one coil Italian hemp packing, and three bales cock waste were received by the road after it was leased. They were ordered December 28th. Bought goods from defendant for some time. Some time the bills miscarried. Defendant came up with blank bill heads. Several were made out by defendant in office of witness. No secrecy on part of either defendant or witness in making out bills. The doors were open and there was no attempt at concealment. Saw this book (Fry's) at Room 45, Capitol building. Can't say whether I have had it in my possession since I went out of office. Never made any alterations in it. Witness bought goods from defendant because he thought that, although he could buy them cheaper in New York, the addition of freights would make them higher.

CROSS-EXAMINED BY THE STATE.

Witness suggested to defendant when the bills miscarried, either to make them out or bring up bill-heads. Only two bills were disputed. Can't say positively which bills were made out in my office The bill for the steam pump was made out in witness' office. The aggregate of these bills were made out in witness' office. Recollect writing many letters to defendant. The date guides me as to the time. The marginal note, "answered ——, 1871," was written on them after they passed out of my hands was absent from Atlanta some in 1870 Was in Atlanta, September 9th, 20th, October 3d, 18th, November 9th, and December 17th. Was here when wrote letters. May have made mistake in dating the letters. Don't recollect traveling with defendant in 1870, or meeting him at any watering place. James Mullins approved the bill in 1871. The bill for 25 barrels car grease is the identical grease shipped by defendant. Bill never paid but once. Grease was inferior. Witness objected to it, but paid eight cents per pound for it as he was obliged to do it. Orme's grease was good enough for ordinary use. Knows grease came, because attention of witness was drawn to it on account of its inferiority.

WITNESS APPROVED BILL FOR STEAM PUMP BEFORE IT WAS RECEIVED.

because he was satisfied that it had been shipped. Flynn told witness in February that the pump had not been received. Don't know how long apart my approving the bills; usually approved bills just as they were ready for payment. Don't think I approved bills last year. Witness approved all the bills this year. Fry was absent for some time. Witness put down dates and amounts, leaving blanks to be filled by Fry. On his return Fry erased them. Don't know that defendant paid any body to realise on these bills, or paid commission or assistance on them to any one. James, the banker, discounted a check for $429.

A. L. HARRIS RECALLED.

The picks and shovels came by the Macon and Western Railroad. There is an entry upon the books of that road about them.

Testifies to the good character of defendant, and that he deals in steamboat and railroad supplies.

Cross examined by the State—Witness thinks defendant did business on Bryan and St. Julian streets. He was doing business on North Bryan street, then on South Bryan street. 102 Bryan street was opposite 151 Bryan street—about forty feet apart.

FOSTER BLODGETT

testified that he has known defendant seven or eight years. His associations are good. Witness saw him associating with General H. R. Jackson, W. M. Wadley and others. Goods were usually consigned to the heads of departments, but were sometimes directed to the General Purchasing Agent, and sometimes to the Superintendent.

THE DEFENDANT'S FATHER

was next put on the stand. Defendant did business at 154 St. Julian and 151 Bryan street, and afterwards at 102 Bryan street. The Central Road, before the appointment of a Purchasing Agent, purchased supplies from defendant.

CROSS-EXAMINED BY THE STATE.

Don't know when defendant moved; only know he moved by the bills; don't know anything about his business; did business at 154 St. Julian and 151 Bryan street; defendant didn't live with witness last year; defendant lives at White Bluff—moved there in June or July, 1871; witness thinks defendant moved his store between September 13th and 20th; defendant staid at 102 Bryan street until he sold out sometime this year.

STATEMENT OF DEFENDANT.

Was burned out January 15th three or four years ago; moved to 102 Bryan street, and then to 151 Bryan and 154 St. Julian street until I sold out about 16th June last; sold out because interested in railroad to White Bluff, where witness owns property; the goods were all received by the Western and Atlantic Railroad, some of the bills stood over for a long time; wrote to Blodgett, who answered that they would be audited and paid as soon as practicable; next time witness heard from them Blodgett wrote he had better come up and tend to them; there was no money in the road treasury, and the Auditing Committee would have to pay them and that some of the bills had miscarried. Witness brought up a statement of the articles purchased, itemized. The bills were audited and sent to the Board. Witness having to return home, went to Major Hillyer and asked him to act on the bills Major Hillyer said he would do so as soon as possible. Witness also obtained a letter from Gov. Bullock to Benjamin Conley, President of the Board. Major Hillyer handed one of the bills to witness and asked him to see A. L. Harris if the articles named were in the inventory turned over to the lessees of the Road; James discounted the check; this is all witness knows until warrant was served on him; he came voluntarily with the officer; the Sheriff had a paper requiring him to get an abstract from witness' books of articles sold to State Road; the papers at Gen. Gartrell's are fac similes of witness' book.

The defence closed

The State then placed on the stand

E. P. CLARK, ESQ.,

Local Agent of the Macon and Western Railroad, who produced a record book of all freights received from Macon, and points below Macon for Atlanta proper. Witness examined this book carefully three times and couldn't find any of the items at the time specified that they were received. On the 30th of December, 3 bales waste and 7 rolls packing were received, and on the 31st, 8 dozen shovels, 3 boxes axes, 1 dozen ax handles, and 4 dozen hoes were shipped by defendant to the road.

Examination suspended at this point in order to allow Counsel on both sides to examine thoroughly the book.

T. M. CLARKE

testified that the price of railroad picks was $18 to $24 per dozen; manilla rope fifteen cents per pound; ingot copper 32 to 33 cents per pound; pig tin 46 cents per pound in Atlanta; shovels (Ames' best) $14 50 to $15; adzes $18 to $20; grubbing hoes $12; axes $10 to $12 50.

CROSS-EXAMINED BY DEFENDANT.

Sold pretty fair bills to E. F. Blodgett. Average per cent. profit over cost and charges varies with the articles. Some articles bear a heavier profit. There is a shade difference between Western and New York barrows. The New York ones cost the most. Worth about thirty-six dollars per dozen. Thinks higher September, 1870, than now; price manilla rope governed by price of gold; best Italian hemp packing bring 33 to 34 cents; have seen it sell for 35 cents; don't know whether 50 cents per pound in October too high for copper.

Court adjourned until 8½ o'clock this morning.

Phillips & Crew are prepared to supply School Commissioners and Teachers with all Books adopted by the State Board of Education, at introductory rates (one-half retail price,) for cash only.

HOTEL ARRIVALS.

THE H. I. KIMBALL HOUSE, AUGUST 29, 1871.
10½ o'clock P. M.
Crittenden & Co., Proprietors.

D J Weaver, Cuthbert.	A J Young, Columbus,
B J Wiles, "	Chas Stamford, "
D J Jones, city,	J F Ogletree a w, Ga.
W Mills, U S A,	T S Turner, LaGrange,
F Winter, Ga,	Miss Hunter, "
E Graham, S C,	Mrs Hardway, "
J A Shiver, Augusta,	W A Thornton, Ala.
J H Loomis, Mo,	W W Clark, Ga.
M E Towner, Mo,	T G Burnett, Ga,
H Mager, LaCrosse,	F M Gunby, Ga,
W S Nixon, "	S Y Tupper, S C,
J H Goodner, "	J R Cleveland, S C,
J Harrell, N Y,	S A Cook, Albany,
M Hillier, West Point,	G Whistle, Savannah,
F B Greer, Macon,	S J Safford, Selma,
A Z Baldwin, Fla,	J T Dier, Ga,
J McFaddell, Xenia,	T C Glen, Helena,
S B Floyd, Mexico,	S B Tapp, Louisville,
T Campbell, Ga,	J T Beane, Griffin,
F S Fitch, Griffin,	G E White a w, Miss,
E J Powell a l, Ga,	Mrs L Lawrence, Ark,
Miss B Mitchell, Ga,	H C Horneday, Ga,
A Bowman, N Y,	C Anderson, Macon,
T A Hamilton, Athens,	R W Jemison, Macon,
Miss E N Hamilton, "	S W Parker, Ft Gaines,
W A McDougald a w, Ga,	E Adams, Albany,
J H Fitten a w, Ga,	Miss S Strong, "
H E Young, Columbus,	A J Russell, Roswell,
Miss N Fish, Oglethorpe,	Miss C A Russell, Rome.

ATTENTION HOUSE KEEPERS.—Prepare for winter, by laying in your supply of coal. Large lump that keeps well all the year, from J. S. WILLSON.
aug 8-eom law-eim 1m

L. SCOFIELD, President. O. L. PACKARD, Secretary.

The Scofield Rolling Mill Company,

ATLANTA, GEORGIA

Manufaturers of

RAILROAD AND MERCHANT BAR IRON,

Fish Bars, Spikes, Etc,

THIS COMPANY HAS RECENTLY ADDED TO THEIR WORKS THE

Most Improved Machinery

FOR MANUFACTURING

ALL KINDS OF IRON AT A LOW PRICE.

Special attention given to the manufacture of a good article of IRON for consumers.

Keeping a full Stock of all sizes on hand,

And being confident of giving entire satisfaction, we respectfully ask consumers to give us a trial.

LIBERAL PRICES PAID FOR WROUGHT AND CAST SCRAP AT ALL TIMES.

☞ SEND FOR OUR NEW PRICE LIST.

Office, Corner Broad and Walton Streets, Atlanta, Georgia,

feb9—dtf

JOHN STEPHENS. JOHN H. FLYNN.

STEPHENS & FLYNN,

General Commission Merchants

IN GRAIN, PROVISIONS, HAY, LIME, GUANO, SALT LIQUORS, ETC.,

HAVE NOW IN STORE, and offer to the trade:

100,000 lbs. Bacon—clear and rib sides,
150,000 lbs. Dry Salt Meat, clear rib rides,
6,000 bushels choice White Corn,
40,000 lbs. Sugar cured and Cavas Hams,
100,000 lbs. Dry Salt Meat, clear sides,
1,000 bushels choice Yellow Corn,
1,000 barrels Flour—best brands.

In addition, we are receiving, daily, heavy consignments of Produce from Tennessee and the Western States, and propose keeping full stocks at uniform low prices.

Being Agents for the sale of the celebrated Flour made at the Lebanon, Kentucky, Mills, we are receiving daily and have in store, the

"R. E. Lee," "Lebanon XXXX," and "Belle of Lebanon"

Brands, and can guarantee the quality equal to any Flour offered in any market.

LIME! LIME! LIME!

Having the Agency for sale of the HOWARD LIME, made at Kingston, Ga., and the celebrated SHELBY LIME, made in Alabama, we offer to Builders and Plasterers these favorite brands—the VERY BEST THAT COMES TO THIS MARKET.

Domestics and Cotton Yarns Sold at Factory Prices.

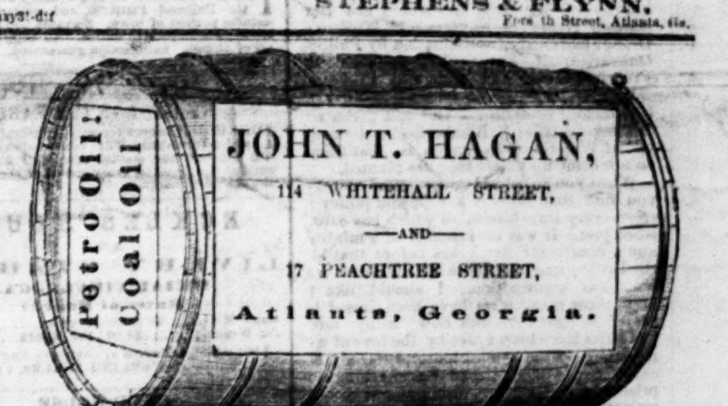
500 bales Choice Hay in store.
20,000 lbs. Lard in Tierces, Cans and Buckets,
50 barrels choice Corn Whisky
10 barrels choice Rye (a lot of that famous 7 years' old)
10 tons Cotton Seed Meal.
Butter, Eggs etc. received daily.

These goods being on consignment and ordered sold, we propose closing them out to the trade at low prices.

Liberal cash advances made on consignments, and patronage solicited.

STEPHENS & FLYNN,
Forsyth Street, Atlanta, Ga.

may31-dtf



Announcement Extraordinary!

FROM THIS DAY I WILL RETAIL

Petro Oil at Forty Cents per Gallon!

DEALERS IN THE THE CITY WILL SELL AT THE SAME PRICE.

THE IMMENSE amount of this Oil sold, and my facilities for handling it being unsurpassed, induces me to put the PRICE DOWN. A new schedule of prices will be made for dealers.

I do not handle any but the BEST QUALITY OF COAL OIL, hence cannot sell it for less than Fifty Cents per gallon. My stock of

LAMPS AND LAMP FURNITURE

IS COMPLETE.

The House on Peachtree street will not handle OIL—keeping nothing but the most choice

Fancy Groceries, Fruits, Wines, Liquors and Fancy Articles.

Orders solicited for anything in the Oil, Lamp or Grocery line.

☞ GOODS DELIVERED FREE OF CHARGE, and every article guaranteed to give satisfaction.

☞ To CASH BUYERS—I will sell cheaper than any house in the city.

july1—d6m JOHN T. HAGAN.

NEW ARRIVALS

—AT—

MARK W. JOHNSON'S

Agricultural Warehouse,

OPPOSITE COTTON WAREHOUSE, BROAD STREET.

"THE BEST."

The Keller Patent Grain Drill for Sowing Wheat,

AND OTHER SMALL GRAIN. This is one of the best Machines on the market. Prices have been greatly reduced and terms made liberal.

CLOVER AND GRASS.

I beg to call particular attention to my stock of NEW FIELD SEEDS, now daily arriving—bought as they were, for CASH, and in large lots, they will be sold cheap, for Cash only. My variety is the greatest in the South, and consists, in part, as follows:

500 bushels Red Rust-proof Oats,
300 bushels Selected Seed Barley,
250 bushels Seed Rye (to arrive.)
[illegible] bushels Purple Straw, Broughton and Lancaster Seed Wheat.
250 bushels Red Clover.
215 bushels Red Top or Herd's Grass,
[illegible] bushels Orchard Grass,
100 bushels Tall Meadow Oat Grass (to arrive.)
175 bushels Blue Grass.

Also, a good assortment of Crimson Clover, Lucerne, White Dutch Clover, Sapling Clover, Alsike Clover, Mixed Lawn Grass, Timothy Seed, Hungarian Grass, Roots of Bermuda Grass, etc. Instructions as to when to plant will be given freely to all.

PLOWS.

Don't forget that I have a larger and cheaper stock of Plows than ever before. I now sell a good 1-Horse Plow for............$3 50 2-Horse Plow for............$5 5[illegible]

I am also prepared to supply the

Thompson Road Steamers,

which will draw a gang of seven Plows, and break up twenty acres of land a day.

Guano for Wheat.

My stock of Guano for the Wheat Crop, is arriving, and will be sold on favorable terms. My stock of Pumps, Well Fixtures, Wagons, and everything in the Agricultural line is complete.

TERMS CASH. The public invited to examine my stock.

MARK W. JOHNSON,
P. O. Box 2[illegible],
Broad Street, Atlanta, Georgia.

aug6—dtf

W. L. WADSWORTH. CHAS. WYNN, N. Y.

W. L. WADSWORTH & CO.,

Importers and Wholesale Dealers in Hardware,

OPPOSITE JAMES' BANK, ATLANTA, GEORGIA.

The Daily Constitution

Written for The Constitution.
TO MISS S. S., OF WEST POINT, GA.

BY C. A. T.

I.

There's a fount, sweet girl, within this breast
That gently flows but is never at rest;
And why can it not be?
Because its waters are guided by you,
They are the waters of affection true,
And are dear girl for thee.

II.

That fount sprung there in by-gone days,
When first I heard they sweetest lays,
Gentle as the murmuring sea.
When chanting, sweet one at thy side,
To whisper words of love I tried,
But the task was too hard for me.

III.

In darkest hours of night I'd dream
That I wandered by some lone stream,
And thou wert by my side,
Sitting neath the shade of some "old pine,"
Your hand laying lovingly in mine,
You said you'd be my bride.

IV.

You promised that you'd keep me right
In moments dark or in moments bright,
You promised to be my guide.
And through all the weary ways of life
You promised to shield me from strife,
And be my spirit's only pride.

V.

I awoke at last, it was but a dream,
I could not hear the murmur of the stream,
And you I could not see.
Something did whisper, in accents dear,
And to it I lent an attentive ear,
It said you'd think of me.

VI.

Now, alas, we are forced to sever,
It may be for years, perhaps, forever,
What woe to this heart is given.
Where are the joys this heart held so bright,
All have vanished with time in his flight,
But, oh! let us meet in Heaven.

The Merchant Who does not Advertise.

The merchant who does not advertise is distinguished very easily by his careworn and dejected countenance. He is grasping—holds fast to what he has, and is afraid to venture. He is generally selfish, and looks upon all customers with distrust. The miserly eagerness with which he clutches the pay for his goods creates an antipathy for him in the minds of his patrons, and they generally leave him. His store is anything but inviting, as the goods are not displayed at all, and a bleak appearance of the walls is the consequence. He generally has dry goods, groceries, hardware, etc., all jumbled up together. At night he lights his store with the poorest quality of candles which shed a pale glimmer over his goods—giving them an old and dusty look. At his store you will be certain to find mean whisky, soft soap, damaged dry goods and groceries—all last year's fashions, etc. He seldom gives anything for public improvement or charitable purposes, and measures mankind generally in his own half bushel. Such a man never helps to build railroads, steamboats, telegraph lines, or anything of the kind. If the balance of mankind were like him, stage coaches would be the only public conveyances. Where great cities now stand a few double-pen log-houses and a bar-room would be instead. Colleges and schools would never have been thought of, and blissful ignorance would now reign supreme. He is never posted on the topics of the day, nor is he informed in regard to commercial affairs because he shuts himself off from that source of information by discountenancing the press the only means through which it can be attained. And when he dies, he is not generally lamented.—*Newspaper Reporter.*

From Warner's "My Summer in a Garden."

"If."

Regrets are idle; yet history is one long regret. Everything might have turned out so differently! If Ravaillac had not been imprisoned for debt he would not have stabbed Henry of Navarre. If William of Orange had escaped assassination by Phillip's emissaries; if France had followed the French Calvin, and embraced Protestantism, and the Continental ammunition not given out at Bunker's Hill; if Blucher had not "come up" at Waterloo—the lesson is, that things do not come up unless they are planted.

When you go behind the historical scenery you find that there is a rope and pulley to effect every transformation which has astonished you. It was the rascality of a minister and a contractor five years before that lost the battle; and the cause of the defeat was worthless ammunition. I should like to know how many wars have been caused by fits of indigestion, and how many monarchies have been upset by the love of woman than by the hate of man. It is only because we are ill informed that anything surprises us; and we are disappointed because we expect that for which we have not provided.

☞ The Hon. Thomas L. Clingman, of North Carolina, an old-line Democrat and a Confederate General, writing to the Washington Patriot, says:

The National Democracy is a living, progressive organization, cannot ignore the great events of the last ten years. It has to guide it already the examples of its members in several of the States. Tennessee, Virginia and Missouri have, to use the striking language of Mr. Greeley, "by ordering the fool to the rear," materially improved their political condition. Those who went heartily in to the war on the Confederate side are generally not the men who have had most to say on these points. Whatever discussion and clamor there has been in the South has been chiefly made by persons who were not cordially with us, or who at least evaded the burdens of the war, and have since its close become belligerent. I scarcely know an exception to this among the men who fought it out in the field. They are ready to acquiesce in such action as the friends of constitutional government may adopt.

Taking Them Home.

Slowly the remains of the dead heroes of the Lost Cause are being brought from the inhospitable grounds of the Northern States, and deposited in the land which gave them birth. The callous visitor at Gettysburg will point to the unmarked and uncared for graves and hiss the word "rebel"—and his cowardly spirit will imagine it has felt a noble and patriotic throb. The ladies of the Old North State, (and we will say here that our women are truer to principle than are many of our men,) have succeeded in raising a fund to bring home the North Carolina dead and bury them near the capital of their commonwealth. They have worked with the faith and purpose of saints, and their efforts are being crowned with success. Yesterday one hundred and three of the dead heroes, passed through here on the Seaboard road on their way to Raleigh. They were the first installment, and came down from Baltimore on the Bay Line steamer yesterday morning.—*Journal.*

☞ A well-known New Orleans minister, walking along the street a few days since, met a lady for whom he had recently performed the marriage service. Desiring to renew the acquaintance (for the lady had interested him greatly at the time,) he accosted her with the remark:

"Madam, did I not have the pleasure of marrying you a few days since?"

"I was married a few days since, sir."

"Yes—I thought I was not mistaken. I married you.'

"Indeed! Well, I thought my husband was a much younger man than you are; but I have not seen enough of him to make his acquaintance thoroughly. By the way, my dear, my chignon is getting shabby; please give me some money to buy a water-fall."

Evidently this was more than the minister bargained for, and with a hasty bow, accompanied by "No, you are not the lady—I'm mistaken," he took his leave.—*Index.*

☞ When the Hon. Mrs. Norton was applied to, on the death of Hood, for a contribution to the fund being raised for the destitute widow, and headed by Sir Robert Peel with fifty pounds, she promptly sent a liberal subscription, but could not resist the perpetration of a pun:

"To cheer the widow's heart in her distress,
To make provision for the fatherless,
Is but a Christian duty, and none should
Resist the heart-appeal of widow-Hood."

☞ The bulk of the wealth of San Francisco is divided up among about 135 men. Of these, 51 possess fortunes varying between $1,000,000 and $10,000,000; 10 subsist on $750,000, and 61 own up to $500,000, and upwards. Of the poorer class, fluctuating between 50,000 and $500,000, no record is given.—*Patriot.*

Hotels.

McDOWELL HOUSE,
NEWNAN, GA.
W. M. REYNOLDS,
Owner and Proprietor.
TABLE always supplied with the best the market affords. Board as cheap as anywhere in Georgia. june16—tf

EXCHANGE HOTEL,
TALLADEGA, ALABAMA.
Colonel E. ROSS, Proprietor.
feb19—tf

TIBBS HOUSE,
J. D. CAMPBELL, Proprietor.
DALTON.....GEORGIA
aug1-dtf.

1871. **SIMS HOUSE,** 1871.
By F. B. HALL.
LaGRANGE.....GEORGIA
jan7—dtf

PYE HOUSE,
NEW HOTEL,
FORSYTH.....GEORGIA.
ED. CALLOWAY, Clerk. W. H. WILSON, Proprietor.
oct26-dtf

SNELLING HOUSE,
GREENSBORO.....GEORGIA
By Mrs. J. A. SNELLING.
MEALS at all hours. Porters will attend the trains regularly. feb19-dtf

BARTOW HOUSE,
CARTERSVILLE.....GEORGIA
J. T. GUTHRIE, Proprietor.
NO pains or expense spared to render guests comfortable. Table supplied with the best the market affords. Attentive waiters; clean rooms.
aug13-dtf

JOHNSON HOUSE,
BY MRS. DR. JOHNSON.
KINGSTON.....GEORGIA.
june13-dtf

NATIONAL HOTEL
J. F. HAYES, Proprietor
Railroad Avenue, near the Depot.
CHATTANOOGA.....TENNESSEE.
nov27—dly

BACON HOUSE,
LEXINGTON.....GEORGIA
JOHN W. BACON, Proprietor.
A REGULAR Two-Horse Hack will attend every day, to convey passengers from the Railroad to and from Lexington, Ga. sep11-dtf

THE KENNESAW HOUSE,
MARIETTA.....GEORGIA
HAS ample rooms for the accommodation of families. A large Verandah has just been added, together with other improvements, making it the most desirable summer resort in the land. Hops will be given and amusements provided for.
WM. WOOD,
june30-dtf FLETCHER & FREYER

CHOICE HOTEL.
Corner Broad and Bridge Streets.
ROME, GA.
J. C. RAWLINS, Proprietor.
Situated in the business part of the city. Passengers taken to and from the Depot FREE OF CHARGE.
dec4-tf LEON A. CAMP, Clerk.

Hammett House.
JONESBORO.....GEORGIA.
THIS HOTEL is the regular Eating House on the Macon and Western Railroad, and is convenient to the central part of the town. The house has been remodelled and refitted, and the table will always be supplied with the best fare which the market affords. The Proprietor will spare no pains or expense to please his patrons. Mrs. Hammett, (formerly Mrs. Watkins, of Palmetto,) is connected with the house, and would be pleased to see her old friends.
aug22— jan15—dtf

RAILROAD EATING HOUSE,
GRANTVILLE.....GEORGIA
THE traveling public over the Atlanta and West Point Railroad, will find a very desirable and well kept HOTEL at the above place, and which cannot be surpassed in point of good living.
Mr. J. G. Trammell, the Proprietor, assisted by his estimable lady, has had an experience of over thirty years in Hotel keeping, and they are determined to spare no pains or expense to give entire satisfaction.
may25-dtf

TENNESSEE HOUSE,
Rome, Ga.
J. A. STANSBURY, Proprietor.
THE above Hotel is located within Twenty Steps of the Railroad Platform, and convenient to the business portion of town. Servants polite and attentive to their respective duties. All baggage handled free of charge. Satisfaction guaranteed.
jan29-dtf

HEARD HOUSE,
Georgia
BY GEORGE C. HEARD.
THIS House has been recently thoroughly renovated and refurnished. The tables always supplied with the best the market affords. Porters will be found at the Depot on every arrival of the Trains to take charge of baggage. feb25-dtf

ECKLES HOUSE
AND
LIVERY STABLE,
SOCIAL CIRCLE, GA.
Rates of Board:

Single Meal	50 cents	Per Day	$ 2 00
Per Week	8 00	Per Month	20 00

Livery Stable Charges at Corresponding Rates.
STERLING ECKLES, Proprietor.
june9-dly

CAMP HOUSE,
FORSYTH.....GEORGIA
MR. J. B. CAMP having withdrawn from the management of the PYE HOUSE, and taken charge of THE PROCTOR HOUSE, would inform his friends and former patrons in all parts of the country, and the traveling public generally, that he is prepared to give ample accommodation and satisfaction to all who may take his Hotel their headquarters. The house has been substantially refitted and improved, and will now compare with the best.
A Stage Line to Indian Springs connects with this House and there is also a livery and sale stable attached. Travelers will find at this house a regular Old Virginia Welcome.
oct20-dtf J. B. CAMP, Proprietor.

PYE HOUSE, FORSYTH, GEORGIA.
THE undersigned has taken charge of the above house and takes this method of informing the traveling public, that the house has been thoroughly renovated and refitted in every department, and he is determined that his table shall be supplied with all the luxuries the market will afford, that no pains nor money will be spared to render his guests comfortable, pleasant and happy while they remain with him. Competent and polite servants will attend his table, and efficient porters will be in attendance at the arrival of each train of cars. He only asks the traveling public to give him a call to be convinced. When the train arrives, hand your checks to the PYE HOUSE porter. Adjoining the house I will have a Bathing Saloon, hot or cold, at all hours.
WILLIAM SCARBROUGH, Proprietor.
june16-d3m

GLOBE HOTEL,
LAWRENCEVILLE, GA.,
HAS ample room for the accommodation of families.
Travelers will find at this House a regular
OLD VIRGINIA WELCOME,
and board as cheap as could be asked for.
The House has been refitted and improved, and will compare with the best.
Good water here, and a fine, healthy climate, unsurpassed in North Georgia.
I have also a Livery Stable attached. Horses and buggies can be had on reasonable terms.
june9-dtf W. J. BORN, Proprietor.

KING HOUSE,
STONE MOUNTAIN, GA.,
On the Georgia Railroad, 16 miles from Atlanta.
THE above new and elegant Hotel has been leased by the unersigned, and is now open to the public. The house is elegantly fitted up, and every arrangement has been made which can conduce to the comfort of guests. A. A. & A. KING.

Summer Resort
No place in the South is superior; situated at the foot of Stone Mountain, perhaps the greatest natural curiosity in the United States, with grand scenery, fine water, including a
MINERAL SPRING,
an analysis of which shows it to possess wonderful healing properties. Every attention will be paid to the comfort of guests, and the table supplied with the very best the market affords. Trains leave Atlanta for Stone Mountain twice every day and return. As a point for EXCURSIONS from Atlanta, and all towns along the Georgia Railroad, it offers superior inducements, or as a boarding place for those desiring to be away from the heat and dust of the city, and still be near to business.
RATES OF BOARD:
Per day $3 00; per week 15 00; per month $40 00.
Special arrangements made with families, according to number, and age of children, etc.
MRS. A. S. WHITE, Proprietress.
S. T. WHITE, Manager. apr26-dtf

A. J. HARALSON,
COR. MARIETTA AND BROAD STREETS,
General Auction
—AND—
COMMISSION MERCHANT,
And Wholesale and Retail Dealer in Furniture.
Consignments solicited. Cash advances on Consignments for sale in store.
REFERENCES—Gordon, Wills & Co., Bankers, Wall street, Atlanta, Georgia. aug6-dlm

DISSOLUTION.
THE firm of R. Andrews & Co. is this day dissolved by mutual consent. R. ANDREWS,
Atlanta, July 1, 1871. R. M. MAY.
The business will be continued under the same firm of G. F. May & Co., at the old stand, No. 71, Whitehall street. We shall keep a full stock of Saddlery, harness and Riding Material, and solicit the patronage of the citizens of Atlanta, Ga.
G. F. MAY & CO.
All bills due the firm of R. Andrews & Co. will be settled by the new firm. July1-d

JAMES W. QUEEN & CO.,
924 Chestnut St. Philadelphia,
535 Broadway, New York.
OPTICIANS, MATHEMATICAL AND PHILOSOPHICAL INSTRUMENT MAKERS AND IMPORTERS.
Spectacles, Microscopes, Spy Glasses, Opera Glasses, Telescopes, Botanical Glasses, Drawing Instruments of Brass and German Silver, Surveying Compasses, Engineers' Transits and Levels, Chains, Tape Measures, Drawing Paper, and Drawing materials of all descriptions.
Magic Lanterns and Slides, Thermometers, Barometers, Globes, Electric Machines, Rhumskof Coils, Air Pumps, Galvanic Apparatus, &c., &c.
The following Manuals sent on receipt of 10 cents for each part:
Part 1. Mathematical Instruments, 155 pages.
" 2. Optical " 100 "
" 3. Magic Lanterns " 68 "
" 4. Philosophical Instruments, 65 "
june14-d3mo

MERCHANTS,
Buy Your Crockery and Glass,
No. 47 Peachtree Street,
—FROM—
T. R. RIPLEY,
IMPORTER AND JOBBER.
Established Twenty-One Years.
KEEPS a large stock. Occupies three floors 130 by 20 feet.
Inducements offered to Cash buyers equal to any market. aug3-d3m

Fine Coffin Warerooms.

On Broad street, Atlanta, Ga.
CONSTANTLY on hand a large lot of Fine METALIC CASES. Also, a large number of Walnut and Poplar Coffins. In connection with the Warerooms, together with other improvements, making it the most desirable summer resort in the land. Hops will be given and amusements provided for.
WM. WOOD,
june30-dtf Broad street, Atlanta, Ga.

Bale's Auction House,
ROME.....GEORGIA.
CONSIGNMENTS SOLICITED. Returns made as desired. J. A. BALE, Proprietor.
REFERENCES—J. H. James, Banker, Atlanta; Meador & Bro., Atlanta; Silvey & Dougherty, Atlanta; Moore & Marsh, Atlanta; Cox & Hill, Atlanta.
Rome, Georgia, November 15, 1870—dtf

GEO. N. LESTER, Marietta, Ga. WM. S. THOMSON, Atlanta, Ga.
LESTER & THOMSON,
Attorneys at Law,
ATLANTA, - - - - - - GEORGIA,
WILL give prompt attention to any business entrusted to them.
OFFICE—In "The H. I. Kimball House," Nos. 16 and 18, directly over H. I. Kimball's office, fronting on the Railroad.
Geo. N. Lester will continue to reside at Marietta, and will attend the courts as heretofore, but will generally be AT THE OFFICE. march5-dtf

Blue Mountain Route
VIA
SELMA, ROME AND DALTON RAILROAD.
AND
Its Connections.
PASSENGERS leaving Atlanta by the 6:30 P. M. train of Western and Atlantic Railroad, arrive at Rome 11:30 P. M., making close connections with mail train of Selma, Rome and Dalton Railroad, arriving at Selma 10:30 A. M., and at Montgomery, via South and North Alabama Railroad at 10:15 A. M.
The road has been recently equipped, and the equipment is all entirely new. Coaches not surpassed by any in the South for strength and beauty of finish.
NO CHANGE OF CARS BETWEEN ROME AND SELMA.
Palace Cars
Run through from Rome to Montgomery without change. Passengers for Montgomery, Selma and points below, and arriving in Atlanta by evening trains,
AVOID A NIGHT'S DELAY
in Atlanta by taking this route.
This is the only line out of Atlanta making close and direct connections via Meridian to Jackson, Vicksburg, Monroe and other points in North Louisiana.
Purchase tickets via Kingston at General Ticket office.
☞ BAGGAGE CHECKED THROUGH ☜
Fare to all points as low as by any other route.
E. G. BARNEY, General Sup't.
JOHN B. PACE, Gen. Pass'r Agent may30-dtf

Buy the Rust Proof Oat
FOR SEED.
200 BUSHELS FOR SALE BY
ECHOLS & WILSON,
Broad Street (by the Bridge,)
aug22—dlm Atlanta, Ga.

Chas. Bohnefeld, Undertaker.
INFORMS the people of Atlanta and surrounding country that he keeps constantly on hand a full assortment of Metalic Burial Cases, Caskets, and Coffins. Also, STATE AGENT FOR TAYLOR'S PATENT CORPSE PRESERVER, by which bodies are kept for several days in a perfect state of preservation. My personal attention will be given to all orders. Office 58, Whitehall street. Coffin ware room Luckie street. july4-d3m

MARGENIUS A. BELL,
ATTORNEY AT LAW,
ATLANTA, - - - - - - GEORGIA.
WILL practice in all the Courts—State and Federal—giving to the business of his profession undivided attention. RESPECTFULLY solicits a portion of the public patronage.
☞ Office—Front room, over Bell & Hammock's office, Whitehall street. june27-d3m

Commissioners' Sale.
WILL be sold at public outcry, before the Court house door in the city of Atlanta, Fulton county, Georgia, on the first Tuesday in September next, within the legal hours of sale, the following property, to-wit:
All that city store house and lot, situated in said city and county, and known as ROARK COMBS, the same situated, lying and being on the corner of Whitehall and Mitchell streets, in said city, and having a front of thirty-seven feet, more or less, on Mitchell street, and running back from said Mitchell street the same width, one hundred and ten feet, more or less, on Whitehall street. Sold for the purpose of division among the Co-tenants owners of said store house and lot, under and by virtue of an order of the Superior Court of said county directing us to make said sale. This 31st July, 1871.
G. T. DODD,
T. J. HIGHTOWER, } Commissioners.
W. R. PHILLIPS,
aug6—d1m

Southern Terra Cotta Works.
THE undersigned are now prepared to receive orders for all kinds of Terra Cotta work, of the most approved patterns and designs. They will make it to the interest of all parties wishing articles in their line to call on them and encourage their new enterprise, and will guarantee to furnish such articles at lower rates than they can be obtained at any other manufactory in the Southern country. Vases of Cape Flower Vases, Fountains, Brackets, Mantles, etc. ALL SIZES VITRIFIED STONE SEWER PIPE always on hand.
All are especially invited to call and see our works. Samples to be seen at the factory on old Race Track street, near Barracks. P. PELLEGRINI,
aprl19—d1m E. GIORGI.

A CARD.
THE undersigned respectfully announces to the public that having withdrawn from the old firm of K. Andrews & Co., he will remain with the firm of C. P. May & Co., where he will be pleased to serve his old friends, and as many new ones as may favor him, and the new firm with their confidence, and where will be found a large assortment of goods and findings in our line. Respectfully, R. ANDREWS.
july6-dtf

ANCHOR LINE STEAMERS.
SAIL, every Wednesday and Saturday, to and from
NEW YORK AND GLASGOW.
Calling at Londonderry to land Mails and Passengers.
The steamers of this favorite line are built expressly for the Atlantic Passenger Trade, and fitted up in every respect with all the modern improvements calculated to promote the safety, comfort, and convenience of passengers.
Passage Rates, Payable in Currency, to Glasgow, Liverpool and Londonderry:
First Cabin, $65 and $75, according to location.
Second Cabin, $40.
Return Tickets, $120, entitling both to accommodations.
Steerage, Liverpool, $30; Glasgow, $35.
Parties sending for their friends in the Old Country can purchase tickets at reasonable rates. For further particulars apply to HENDERSON BROTHERS, 7 Bowling Green, New York, or to T. DUNBAUGH, Agent, our Office, Atlanta, Ga. Passage tickets can be obtained in town and country. june21-d1m

CATALOGUES, COTTON, UP IN THE MOST approved style at THIS PAPER. [illegible]

Gainesville, Ga., April 3, 1871.
Messrs. Atherton & Co., Marion, O.:
We have just received the Tinning, &c. We are pleased with the lot. Allow us to congratulate you on receiving such a good market—namely a place broken.
Fill the order for Cutlery at lowest prices.
Truly yours,
GARRETT & SELLERS.

McBride & Co.,
Manufacturers' Agents
FOR
FRUIT JARS,
Cheapest first-class Jars in the Market.

Hitchcock!
And all Standard Jars, Strictly at Manufacturers' Prices.
500 Crates Assorted Granite, etc.,
Ware exactly suited to wants of
COUNTRY MERCHANTS.
Our Own Importation,
IN
ORIGINAL PACKAGE,
contain no
High-Priced Dishes,
OR
UNSALEABLE GOODS.
Will sell for net CASH for $60 per Crate.
apr8-dtf

FIRST PREMIUM
Awarded at Cotton States Fair, Augusta,

Thomasville Fair, and all Southern Fairs where Exhibited,
1870!
THE SINGER MANUFACTURING COMPANY,
AT THE WORLD'S FAIR,
CONSTITUTED by the homes of the people, received the Great Award of the Highest Sales, and have left all rivals far behind them, for they sold in 1870, One Hundred and Twenty-seven Thousand Eight Hundred and Thirty-three Machines.
The Singer Manufacturing Company sold over the Florence Sewing Machine Company..... 110,173 Machines.
Sold over the Wilcox & Gibbs' Sewing Machine Company..... 98,943 "
Sold over the Weed Sewing Machine Company..... 93,821 "
Sold over the Grover & Baker Sewing Machine Company..... 70,421 "
Sold over the Howe Machine Company..... 52,677 "
Sold over the Wheeler & Wilson Manufacturing Company..... 44,695 "
It is the most simple and easily regulated Machine now in use.
The shuttle gives an even tension from the full to the empty bobbin.
Makes the most durable, elastic and smooth stitch.
Stitching the softest muslin without drawing it into the feed, and from that to heavy cloth or leather without changing the tension, making it capable of a greater range of work than any other machine made.
We use the straight needle, and it will do more and finer work than the curved needles.
The work moves from you instead of sideways, which is much easier to manage.
For speed and ease of operation it is unequaled.
Our machinery is all protected from dust.
Our corder, ticker, gatherer, quilter, trimmer, fringer, binder, hemmer, braider, feller and embroidery attachment are simple and easily used.
We have the best of silks of our own manufacture at wholesale and retail, of all colors and numbers.
We will place the Singer in your family for a trial with any machine you may wish to try with it.
The sales of our New Family Sewing Machine is steadily increasing, showing its popularity.
The new No. 1 Machine for Tailors and Bootmakers is the best in the market.
Examine before purchasing.
Are now sold on easy terms at the Atlanta Agency.
R. T. SMILLIE, Local Agent,
Corner of S. Broad and W. Alabama streets.
Agents wanted everywhere.
Silk Thread, Needles, Oil, etc., always on hand.
Stitching neatly done.
H. D. HAWLEY,
General Agent for Georgia, South Carolina and Florida. may12-1y

SIMMONS' LIVER REGULATOR!
LIVER DISEASE and Indigestion prevail to a greater extent than probably any other malady, and relief is always anxiously sought after. If the Liver is Regulated in its action, health is almost invariably secured. Indigestion, or want of action in the Liver, causes Headache, Constipation, Jaundice, Pain in the Shoulders, Cough, Dizziness, Sour Stomach, bad taste in the mouth, bilious attacks, palpitation of the heart, depression of spirits, or the blues, and a hundred other symptoms, SIMMONS' LIVER REGULATOR is the best remedy that has ever been discovered for these ailments. It acts mildly, effectually, and being a simple vegetable compound, can do no injury in any quantities that it may be taken. It is harmless in every way; it has been used for forty years, and hundreds of the good and great from all parts of the country will vouch for its virtues, viz:
Hon. Ale ander H. Stephens, of Georgia.
Bishop Pierce, of Georgia.
Jno. Gill Shorter, ex Governor of Alabama.
Gen. John B. Gordon.
R. L. Mott, of Columbus, Ga.
are among the hundreds of whom we can refer to.
Price, $1.00. By mail, postage prepaid, $1.25.
Manufactured only by
J. H. ZEILIN & CO.,
Macon, Georgia.
FOR SALE BY ALL DRUGGISTS.
apr13—d&wly

A Beautiful House and Lot
FOR SALE.
DESIROUS of changing my business, I have concluded to sell my residence in the flourishing town of Conyers, on the Georgia Railroad.
My place consists of twelve (12) acres of land, an excellent well of water, all necessary out buildings, one-half acre of land in a vineyard, and one of the best apple orchards in Middle Georgia.
A more desirable or beautiful residence cannot be found in this part of the State.
Terms easy and reasonable. Apply to
july9—d3m E. P. EDWARDS, Conyers, Ga.

SPRING VILLA
FISH NURSERY.
HAVING arranged with MR. WILLIAM GESSNER to supervise the whole matter of propagating, stocking and transporting my fish, I am now filling Orders addressed to him at Youngsboro, Lee county, Alabama, will be promptly filled in any or all of the following varieties, with a guarantee of their safe delivery in Atlanta, in boxes of moss, viz:
Trout, Bream, Perch, in all their varieties, Bass and Red Horse.
WM. PENN TOMLIN.
S. P. LEE. J. W. ROBINSON.

LIVERY AND SALE STABLE,
Griffin, Georgia.
LEE & HIGHTOWER, Prop'rs.
PERSONS visiting the Indian Springs, during the season, will find it to their interest to call on us, in the way of the most pleasant route.

BETTER TURNOUTS,
Careful Drivers and Quicker Time. We are prepared to furnish anything in the Livery line, at the lowest rates and most reliable terms.

328 Foot Front—Iron and Glass.

WORKS OF THE
United States Watch Company,
(GILES, WALES & CO.,) MARION, N. J.
GILES, WALES & CO.,
IMPORTERS, MANUFACTURERS & JOBBERS,
WATCHES, DIAMONDS, JEWELRY & SILVERWARE,
SALESROOM OF THE **UNITED STATES WATCH COMPANY,**
13 MAIDEN LANE, NEW YORK,
MANUFACTURERS of all the Grades of WATCHES, PENDANT WINDERS AND KEY WINDERS, AMERICAN
BOTH NICKEL AND FROSTED MOVEMENTS, WITH DAMASKEEN FINISH.
The finer grades all bearing three pairs **Conical Pivots, Cap Jeweled,** in **Gold Settings,** and accurately adjusted to *Heat, Cold and Position*; and all, even in the cheapest grades, have the **STRAIGHT-LINE** Escapement, with Exposed Pallet Jewels, and Hardened and Tempered Hair Springs; and for our late improvement in **STEM-WINDING** mechanism, we claim a *STRENGTH, SIMPLICITY* and *SMOOTHNESS* hitherto unattained in any other manufacture, at home or abroad.
Constantly on hand, full lines, all sizes, in Gold, Silver, Diamond Set and Magic Cases, Minute Repeaters, Independent 1-4, 1-5 Split and Fly-back Seconds, for taking three different times, for timing Horses, Artillerymen, &c.
☞ Price-Lists furnished the trade on application, inclosing business card. For sale by the trade generally. Ask your Jeweler to see the MARION watches.
Wholesale Warerooms, 13 MAIDEN LANE, New York,
And GILES, BROTHER & CO., 142 Lake Street, Chicago, Ill.

☞ *Watch No. 1089, Stem-Winder—bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me from December, 1869, to January 17, 1870, its total variation being only TWO SECONDS in the entire time.*
L. E. CHITTENDEN, Late Rep. U. S. Treas.
New York, Jan. 17, 1870.

WATCH No. 1096, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me fifteen months; its total variation from mean time being only six seconds.
A. L. JOHNS, Pres't N. J. R. R. & T. Co.
Utica, Feb. 15, 1870.

WATCH No. 1084, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me twenty months; its total variation from mean time being only five seconds.
Z. C. PRIEST, Asst Sup't N. Y. C. & H. R. R.

WATCH No. 1111, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me fifteen months; its total variation from mean time being only an average of two-thirds of a second per day.
E. F. PHELPS, Con. N. J. Central R. R.

WATCH No. 1097, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me since June, 1869; its total variation from mean time being only 2 minutes and 5 seconds.
HENRY SMITH, Pres't N. Y. & E. R. R., 26 Wall St., N. Y.

WATCH No. 1105, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me fourteen months, six months of that time at sea, and in all the various climates of Europe. During that time and since it has not varied one second a week.
I. LARNING, Manager Knickerbocker Life Ins. Co., 261 Broadway, N. Y.

WATCH No. 1089, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me since June, 1869; its total variation from mean time being only 2 minutes.
HENRY DE LANCEY, Engineer Phila. & Erie R. R.

WATCH No. 1165, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J." manufactured by the United States Watch Co., has been carried by me eleven months; its total variation from mean time being only seven seconds in the entire time.
A. H. KING, 7 Park Place, New York.
Vice-Pres't N. J. Car Spring & R. Co.
Utica, Feb. 14, 1870.

WATCH No. 1071, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me nine months; its total variation from mean time being only 2 minutes.
I. VROOMAN,
Engineer N. Y. C. & H. R. R.
Utica, Feb. 15, 1870.

WATCH No. 1066, Stem-Winder.—Bearing Trade-Mark "United States Watch Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me three months; its total variation from mean time being only two-thirds of a second per day.
May 5, 1870. Judge CHAS. E. YOORHIS, Hackensack, N. J.

WATCH No. 19,012, Stem-Winder.—Bearing Trade-Mark, "United States Watch Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me six months; its total variation from mean time being only twelve seconds. GEO. LOVIS,
Gen'l Eastern Pass'r Ag't, Toledo, Wabash & Western R. R.

WATCH No. 1174, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me three months; its total variation from mean time being only five seconds.
HENRY DE LANCEY, Engineer Phila. & Erie R. R.

WATCH No. 1165, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J." manufactured by the United States Watch Co., has been carried by me eleven months; its total variation from mean time being only seven seconds in the entire time.
A. H. KING, 7 Park Place, New York.
Vice-Pres't N. J. Car Spring & R. Co.
Utica, Feb. 14, 1870.

WATCH No. 1071, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me nine months; its total variation from mean time being only 2 minutes.
I. VROOMAN,
Engineer N. Y. C. & H. R. R.
Utica, Feb. 15, 1870.

WATCH No. 2021, Stem-Winder.—Bearing Trade-Mark "Frederic Atherton & Co., Marion, N. J.," manufactured by the United States Watch Co., has been carried by me fourteen months; its total variation from mean time being only 2 minutes.
C. O. WHIPPLE, Con. U. & R. R. R.
Utica, Feb. 15, 1870.

BEWARE of worthless imitations upon which the country is flooded. To avoid imposition insist on a certificate of genuineness from those of whom you purchase, and see that the words MARION, N. J., are engraved on the plate over the Main Spring Barrel. All others are spurious.
For sale by LAWSHE & HAYNES,
No. 50 Whitehall Street, Atlanta, Ga.
apr25—1y

"Southern Books for Southern Schools."
School-Books which are Unsectional, Unpartisan, and Unpolitical.
PREPARED BY THE MOST EMINENT SOUTHERN SCHOLARS, AND
ENTIRELY ACCEPTABLE TO SOUTHERN TEACHERS AND PARENTS
Officially adopted by the Virginia State Board of Education,
AND NOW LARGELY IN USE IN
EVERY SOUTHERN STATE.
The University Publishing Co.,

An Association composed of many of the several Southern States, feeling the necessity for a series of School-Books which should be entirely *unsectional, unpartisan,* and only the *facts* of history and *science*—are now issuing a complete series of School and College Text-books by the eminent scholars and educators named below, which are the
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